

EXHIBIT B

(Agency Agreement)

AGENCY AGREEMENT

This Agency Agreement (the “Agreement”) is entered into as of this 3rd day of January, 2025 (the “Execution Date”), and is to be effective upon the Initial Closing (as defined in the APA (as defined below)), by and between **BIG LOTS, INC.**, a company organized under the laws of the State of Ohio and **BIG LOTS STORES, LLC** (together, “Big Lots”) and each of the Subsidiaries of Big Lots (collectively defined as the “Merchant” or the “Debtors”), and **GORDON BROTHERS RETAIL PARTNERS, LLC**, a Delaware limited liability company (as “Agent” and “Buyer”; and together with Merchant and Agent, each a “Party” and collectively, the “Parties”); provided that this Agreement shall only be effective upon the Initial Closing (as defined in the APA) and shall automatically terminate upon a valid termination of the APA (as defined below).

RECITALS:

WHEREAS, the Selling Entities filed voluntary petitions and commenced cases (the “Bankruptcy Cases”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on September 9, 2024 (the “Petition Date”);

WHEREAS, simultaneously with the execution hereof, Buyer and Merchant entered into an Asset Purchase Agreement (the “APA”) pursuant to which (a) Buyer will acquire certain assets and liabilities of Merchant, as set forth more particularly therein, (b) designate certain assets and liabilities to be sold by Agent pursuant to this Agreement, and (c) designate certain other assets to be acquired by Buyer or any Designated Buyers, in each case, in accordance with the terms and conditions of the APA;

WHEREAS, Merchant operates retail stores, and together with Buyer desires that the Agent act as Merchant’s and Buyer’s exclusive agent for the limited purposes of: (a) selling all of the Inventory from Merchant’s retail store locations identified on Exhibit 1 attached hereto (each individually, a “Store,” and collectively, the “Stores”) and certain Inventory located in Merchant’s third party distribution centers (hereinafter, the “Distribution Centers”; in the latter case as allocated by Buyer and Agent) (as further described below, the “Sale”); and (b) disposing of the Owned FF&E (as defined below) in the Stores (and subject to Section 7, certain designated Owned FF&E located in the Corporate HQ).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Merchant hereby agree as follows:

Section 1. Definitions and Exhibits

1.1 Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the APA. Certain additional terms set forth below are defined in the Sections referenced of this Agreement:

<u>Defined Term</u>	<u>Section Reference</u>
Additional Agent Inventory	Section 8.10(a)
Agency Accounts	Section 3.2(b)(ii)
Agency Documents	Section 11.1(b)
Agent	Preamble
Agent Collateral	Section 15.11(a)(iii)
Agent Indemnified Party(ies)	Section 13.1

Agreement	Preamble
APA	Recitals
Applicable General Laws	Section 2(d)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Buyer	Preamble
Control Agreement	Section 3.2(b)(ii)
Corporate HQ	Section 8.1(b)(iii)
Debtors	Preamble
Designated Deposit Accounts	Section 3.2(b)(i)
Distribution Centers	Recitals
Distribution Center Expenses	Section 4.1
E-Commerce Platform	Section 8.9(a)
Events of Default	Section 14
Expenses	Section 4.1
Final Reconciliation	Section 8.7(b)(i)
Final Reconciliation Settlement Date	Section 8.7(b)(i)
Force Majeure Event	Section 8.8
Hazardous Materials	Section 7.3
Liquidation Sale Laws	Section 2(b)
Merchant	Preamble
Merchant's Designated Deposit Accounts	Section 3.2(b)(ii)
Merchant Sales Taxes Account	Section 8.3
Non-CAM Trash Removal Charges	Section 4.1
Occupancy Expenses	Section 4.1
Owned FF&E	Section 7.1
Party(ies)	Preamble
Proceeds	Section 3.2(a)
Remaining Inventory	Section 3.2(d)
Retained Employee	Section 9.1
Retention Bonuses	Section 9.4
Returned Inventory	Section 8.5
Sale	Recitals
Sale Commencement Date	Section 6.1
Sale Term	Section 6.1
Sale Termination Date	Section 6.1
Sales Taxes	Section 8.3
Store(s)	Recitals
Store Advertising	Section 2(c)
Third-party	Section 4.1
UCC	Section 15.11(a)
Vacate Date	Section 6.2
Vacate Notice	Section 6.1(b)
WARN Act	Section 9.1

1.2 Exhibits. The Exhibits and Schedules annexed to this Agreement, as listed below, are an integral part of this Agreement:

<u>Exhibit</u>	<u>Section Reference</u>	<u>Description</u>
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Exhibit 1	Recitals	Stores
Exhibit 2(a)	Section 2(a)	Sale Order Terms
Exhibit 3.2(b)	Section 3.2(b)	Merchant's Designated Account
Exhibit 4.1(a)	Section 4.1(a)	Store Occupancy Expense Schedule
Exhibit 8.1	Section 8.1	Sale Guidelines
Exhibit 11.1(c)	Section 11.1(c)	Pre-Existing Liens

Section 2. Appointment of Agent/Liquidation Sale Laws/Sale Order

(a) Appointment of Agent. Effective on the Initial Closing Date, but subject to entry of the Sale Order (which shall include those provisions listed in Exhibit 2(a) hereof and otherwise be in form and substance satisfactory to Agent), Merchant and Buyer jointly appoint Agent as Merchant's and Buyer's exclusive agent, pursuant to the terms of this Agreement, for the limited purpose of conducting the Sale and disposing of Additional Agent Inventory and Owned FF&E at the Stores, Distribution Centers and the Corporate HQ.

(b) Upon the Initial Closing, Agent shall be authorized to use Store Advertising with respect to Stores and the Sale Order shall provide that Agent shall be required to comply with applicable federal, state and local laws, regulations and ordinances, including, without limitation, all law and regulations relating to advertising, privacy, consumer protection, occupational health and safety and the environment, together with all applicable statutes, rules, regulations and orders of, and applicable restrictions imposed by, governmental authorities (collectively, the "Applicable General Laws"), other than all applicable laws, rules and regulations in respect of "going out of business", "store closing" or similar themed sales and permitting (collectively, the "Liquidation Sale Laws"). The Sale Order shall further provide that provided the Sale is conducted in accordance with the terms of this Agreement, the Sale Guidelines and the Sale Order, and otherwise in a safe and professional manner, Agent shall be deemed to be in compliance with any Applicable General Laws.

(c) Advertisement. Agent shall be authorized to advertise the Sale as a "store closing", "sale on everything", "everything must go", "everything on sale", or similar-themed sale ("Store Advertising"). For the avoidance of doubt, Agent agrees with Buyer that during the Sale Term the Sale Advertising shall not include the right to use the sale theme "going out of business".

(d) Authority. Except as otherwise specifically provided in this Agreement, Agent shall have no authority, and shall not represent that it has any authority, to enter into any contract, agreement, or other arrangement or take any other action by or on behalf of Merchant or Buyer that would (or reasonably be expected to) have the effect of creating any obligation or liability, present or contingent, on behalf of or for the account of Merchant or Buyer without Merchant's or Buyer's, as applicable, prior written consent.

Section 3. Payments

3.1 Use of POS System. To ensure accurate sales audit functions, Agent shall use Merchant's existing point-of-sale system for recording all sales of Inventory and Additional Agent Inventory in the Stores, and Merchant and/or Buyer shall ensure that Agent shall have access and use of such point-of-sale system for the duration of the Sale Term.

3.2 Control of Proceeds

(a) For purposes of this Agreement, "Proceeds" shall mean the aggregate of (a) the total amount (in dollars) of all sales of Inventory made under this Agreement, in each case during the Sale

Term; (b) all proceeds from the sale or other disposition of Owned FF&E; (c) all proceeds from the sale of Additional Agent Inventory pursuant to Section 8.10 hereof; and (d) all proceeds of Merchant's insurance for loss or damage to Inventory arising from events occurring during the Sale Term, in each case, exclusive of Sales Taxes. For the avoidance of doubt: (1) all proceeds from the sales at the Stores for periods prior to the Sale Commencement Date; and (2) all proceeds of Merchant's insurance for loss or damage to Inventory arising from events occurring prior to the Sale Commencement Date shall, in each case, not constitute "Proceeds" hereunder. The Parties hereby agree that, as compensation for Agent's services hereunder, Agent shall receive and retain for its sole and exclusive benefit all Proceeds.

(b) Upon the Initial Closing, all Proceeds shall be controlled by Agent in the manner provided for below:

(i) Prior to the date Agent establishes the Agency Accounts (see clause (ii) below), all Proceeds (including credit card Proceeds) and proceeds of the sale of Additional Agent Inventory and Owned FF&E shall be collected by Merchant and deposited on a daily basis into depository accounts designated by, owned and in the name of, Merchant for the Stores, which accounts shall be designated for the deposit of Proceeds (including all cash, credit card payments, checks and similar items of payment, deposits and any other amounts contemplated by this Agreement (including proceeds from the sale of Additional Agent Inventory and Owned FF&E), and the disbursement of amounts payable to or by Agent hereunder (the "Designated Deposit Accounts"). The Sale Order shall provide (a) that Merchant grants to Agent a first priority security interest in and lien upon each Designated Deposit Account to the extent of any Proceeds and any other amounts payable to Agent deposited therein, and (b) for turnover to Agent of any such Proceeds (and any other amounts payable to Agent deposited therein) in accordance with the terms and provisions of this Agreement and the Sale Order, as applicable. If, notwithstanding the provisions of this section, Merchant, Merchant's lender(s) or agent(s) receives or otherwise has dominion over or control of any Proceeds, or other amounts due to Agent, such party shall hold the same and other amounts in trust for Agent, and shall not deposit such Proceeds or other amounts due Agent hereunder in any account except a Designated Deposit Account or as otherwise instructed by Agent. Until such time as Agent establishes the Agency Accounts (see clause (ii) below), Merchant and Agent shall cooperate with each other to establish and implement appropriate steps and procedures to accomplish a daily reconciliation, and remittance to Agent, of all Proceeds (including credit card Proceeds) and other amounts contemplated by this Agreement that are deposited into the Designated Deposit Accounts; and shall, to the extent requested by Agent, enter into deposit control agreement(s) for such accounts.

(ii) Agent may establish its own accounts (including, without limitation, credit card accounts and systems), dedicated solely for the deposit of the Proceeds (including credit card Proceeds), and other amounts contemplated by this Agreement, and the disbursement of amounts payable to Agent hereunder (the "Agency Accounts"), and Merchant shall promptly, upon Agent's reasonable request, execute and deliver all necessary documents to open and maintain the Agency Accounts; provided, however, Agent may elect to continue to use Merchant's Designated Deposit Accounts as the Agency Accounts. The Agency Accounts shall be dedicated solely to the deposit of Proceeds (including credit card Proceeds) and other amounts contemplated by this Agreement, and the distribution of amounts payable hereunder; provided that, in the event (a) Agent elects to continue to use Merchant's deposit accounts ("Merchant's Designated Deposit Accounts") as the Agency Accounts, and (b) such accounts have amounts deposited therein by Merchant that do not constitute Proceeds, then Merchant and Agent shall cooperate with each other to establish and implement appropriate steps and procedures to accomplish a daily reconciliation, and remittance to Agent, of all Proceeds (including credit card Proceeds) and other such amounts contemplated by this Agreement. In the event Agent elects to continue to use Merchant's Designated Deposit

Accounts as the Agency Accounts, Merchant shall deliver to Agent copies of all bank statements and other information relating to such accounts to enable Agent to track and trace deposited funds that constitute Proceeds (including credit card Proceeds) and other amounts contemplated by this Agreement. Upon Agent's notice to Merchant of Agent's designation of the Agency Accounts, all Proceeds of the Sale (including credit card Proceeds) and all other amounts contemplated by this Agreement shall be deposited into the Agency Accounts. If requested by Agent, each account shall be subject to an agreement between and among Agent and Merchant or Buyer (as applicable), and the subject bank, providing for, among other things, that such bank will comply with instructions originated by Agent directing the disposition of funds in such account without further consent of Merchant or Buyer, as applicable (a "Control Agreement"). If, notwithstanding the provisions of this Section 3.2(b), Merchant or Buyer receives or otherwise has dominion over or control of any Proceeds, or other amounts due to Agent under this Agreement, Merchant or Buyer, as applicable, shall be deemed to hold such Proceeds and other amounts "in trust" for Agent and shall not commingle Proceeds or other amounts due to Agent with any of Merchant's or Buyer's other funds or deposit such Proceeds or other amounts in any account except a Designated Deposit Account or as otherwise instructed by Agent. "Agency Accounts" shall not include Merchant's Citibank account containing accrued and unpaid professional fees held in escrow.

(iii) Agent shall have the right to use Merchant's credit card facilities, including Merchant's credit card terminals and processor(s), credit card processor coding, and Merchant identification number(s) and existing bank accounts for credit card Proceeds solely for purposes of the Sale, and for processing transactions relating to Additional Agent Inventory and Owned FF&E. In the event that Agent elects to use Merchant's credit card facilities, Merchant shall process credit card transactions on behalf of Agent and for Agent's account, applying customary practices and procedures. Without limiting the foregoing, Merchant shall cooperate with Agent to download data from all credit card terminals each day during the Sale Term to effect settlement with Merchant's credit card processor(s), and shall take such other actions necessary to process credit card transactions on behalf of Agent under Merchant's identification number(s). At Agent's request, Merchant shall cooperate with Agent to establish Merchant's identification numbers under Agent's name to enable Agent to process all such credit card Proceeds (and proceeds from the sale of Owned FF&E) for Agent's own account. Merchant shall not be responsible for, and Agent shall pay as an Expense hereunder, all credit card fees, charges, and chargebacks related to Inventory and Owned FF&E sold during the Sale, whether received during or after the Sale Term. Agent shall not be responsible for, as an Expense or otherwise, any credit card fees, charges, or chargebacks that do not relate to the Sale, whether received, prior to, during or after the Sale Term.

(iv) Commencing on the first Business Day following the Sale Commencement Date, and continuing on each Business Day thereafter, Merchant shall promptly pay to Agent by wire transfer of immediately available funds all funds constituting Proceeds (including, without limitation, Proceeds from credit card sales) that are deposited into the Designated Deposit Accounts for the prior day. Agent shall, within a reasonable period of time after the date of each such payment by Merchant, notify Merchant of any shortfall in such payment, in which case, Merchant shall promptly pay to Agent funds in the amount of any shortfall.

(v) Title to all cash in the Stores on and as of the start of business on the Sale Commencement Date shall be transferred to Agent.

(c) Bulk Sales. Agent shall be authorized to sell Inventory in bulk to one or more purchasers, in which case Merchant and/or Buyer shall execute any such customary and reasonably necessary documents of transfer prepared by Agent at Agent's sole cost and expense (provided that such

documents shall not expand Merchant and/or Buyer's liabilities or obligations).

(d) Remaining Inventory. To the extent that there is unsold Inventory remaining at the Sale Termination Date (the "Remaining Inventory"), such Remaining Inventory shall be deemed transferred to Agent free and clear of all liens, claims, interests and encumbrances of any kind or nature (other than Permitted Encumbrances (as defined in the APA)). Agent and its affiliates shall be authorized to sell or otherwise dispose of the Remaining Inventory with all logos, brand names, and other intellectual property on the Inventory intact, and shall be authorized to advertise the sale of the Remaining Inventory using Merchant's name and logo. The proceeds received by Agent from such disposition shall constitute Proceeds hereunder.

Section 4. Expenses of the Sale

4.1 Expenses. Agent shall be unconditionally responsible for all "Expenses", which expenses shall be paid by Agent in accordance with Section 4.2 below. Agent and/or Merchant may review or audit the Expenses at any time. As used herein, "Expenses" shall mean the Store-level operating expenses required for the Sale or sale of the Remaining Inventory, limited to the following:

(a) actual Occupancy Expenses for the Stores on a per location basis consistent with those Occupancy Expense categories set forth in Exhibit 4.1(a) until the last day of the calendar month in which the applicable Sale Termination Date occurs;

(b) actual wages and commissions for all Store-level Retained Employees used in conducting the Sale for actual days/hours worked as well as payroll (including overtime) for any temporary employees/labor engaged for the Sale;

(c) amounts payable by Merchant for benefits for Retained Employees (including payroll taxes, FICA, unemployment taxes, workers' compensation and health care insurance benefits) for Store-level Retained Employees used in the Sale, in an amount equal to eighteen percent (18%) of base wages for all Store-level Retained Employees (the "Benefits Cap");

(d) Retention Bonuses for Retained Employees, as provided for in Section 9.4 below;

(e) all costs and expenses associated with Agent's on-site supervision of the Stores, including, but not limited to, any and all fees, wages, deferred compensation, taxes, and third party payroll costs and expenses of Agent's field personnel, travel to, from or between the Stores, and all out-of-pocket and commercially reasonable expenses relating thereto (including reasonable and documented corporate travel to monitor and manage the Sale);

(f) all costs and expenses associated with banners, sign-walkers, and interior and exterior signs that are produced for the Sale;

(g) the promotional costs including, without limitation, email blasts, digital advertising, television, ROP, other advertising and direct mail attributable to the Sale and ordered or requested by Agent;

(h) the costs and expenses of obtaining additional supplies used at the Stores as may be required by Agent in the conduct of the Sale;

(i) postage/overnight delivery/courier charges to and from or among the Stores to the extent relating to the Sale;

- (j) credit card and bank card fees, chargebacks, and discounts relating to the Sale;
- (k) any and all costs of moving, transferring, or consolidating Inventory between the Stores;
- (l) a pro rata portion for the Sale Term of Merchant's premiums in respect of general liability, casualty, property, inventory, and other insurance policies attributable to the Inventory and the Stores;
- (m) third-party payroll processing fees associated with the Sale;
- (n) armored car service and security personnel;
- (o) actual costs of the Designated Deposit Accounts (including Agent Accounts) attributable to the Sale Term, including bank fees and wire charges;
- (p) Store cash thefts and other Store cash shortfalls in registers;
- (q) all fees and charges incurred by Agent and Merchant to comply with Applicable General Laws in connection with the Sale, if applicable;
- (r) Agent's costs and expenses associated with this Agreement, the APA, the Sale, or the transactions contemplated by this Agreement, including, without limitation, legal fees and expenses incurred in connection with the review of data, preparation, negotiation, and execution of this Agreement and any ancillary documents, and the Sale;
- (s) Distribution Center Expenses;
- (t) costs and expenses associated with temporary labor requested or obtained by Agent for purposes of the Sale;
- (u) reserved; and
- (v) the actual costs and expenses of Agent providing such additional services as the Agent deems appropriate for the Sale.

"Expenses" shall not include: (i) any rent or other occupancy expenses other than Occupancy Expenses in accordance with Schedule 4.1(a) hereof to the extent actually incurred or (ii) any costs, expenses or liabilities other than the Expenses listed above. All costs or expenses related to the Sale not included as Expenses shall be paid by Merchant promptly when due during the Sale Term. Notwithstanding anything to the contrary herein, to the extent that any Expense listed in Section 4.1 is also an Occupancy Expense, then Section 4.1(a) and Exhibit 4.1(a) shall control and such Expense shall not be double counted. There will be no double counting or payment of Expenses to the extent that Expenses appear or are contained in more than one Expense, and *provided*, in no event shall Agent be obligated to fund any amount that is otherwise expressly provided for in the APA Administrative Budget or Winddown Budget (each as defined in the APA) and that would constitute double counting of any Expense that is required to be funded under this Agreement. Notwithstanding anything herein to the contrary, other than in respect of Buyer's obligation to fund the APA Administrative Budget and Winddown Budget, respectively, under the APA, Agent shall not have any obligation to pay any Expenses (including, without limitation, Occupancy Expenses) incurred after the earlier of the Sale Termination Date or the applicable Vacate Date for the applicable Store, in each case other than in respect of Remaining Inventory.

As used herein, the following terms have the following meanings:

“Distribution Center Expenses” means the actual costs and expenses, including use and Occupancy Expenses and Distribution Center employee payroll and other obligations, of the operations of the Distribution Centers, and the actual costs and expenses (including outbound freight) related to the processing, transfer, and consolidation of Inventory, Additional Agent Inventory, and supplies in the Distribution Centers and from the Distribution Centers to the Stores (and the provision of such services shall be referred to as collectively, the “Distribution Center Services”).

“Occupancy Expenses” means those categories of expenses at the Stores as set forth on Exhibit 4.1(a) attached hereto, including any percentage rent obligations indicated thereon and incurred by Merchant under applicable leases or occupancy agreements that are allocable to the sales as part of the Sale during the Sale Term. Notwithstanding anything to the contrary set forth in this Agreement, Merchant and Agent further agree that to the extent that, in connection with the conduct of the Sale and/or Agent’s vacating of the Stores (but not in connection with the disposition of any unsold Owned FF&E or other non-Inventory assets being abandoned or otherwise disposed of by Merchant), Merchant incurs additional trash removal charges at a Store, other than the fixed charge component of Merchant’s lease obligation for a particular Store provided for on Exhibit 4.1(a) (the “Non-CAM Trash Removal Charges”), such Non-CAM Trash Removal Charges shall be paid by Agent as an Expense of the Sale, in addition to any trash removal charges as may be set forth in Exhibit 4.1(a) hereof.

“Third-party” means, with reference to any Expenses, a party that is not affiliated with or related to Merchant.

4.2 Payment of Expenses. Agent shall be responsible for the payment of all Expenses out of Proceeds (or from Agent’s own accounts if and to the extent there are insufficient Proceeds). All Expenses incurred during each week of the Sale (*i.e.* Sunday through Saturday) shall be paid by Agent to or on behalf of Merchant, or paid by Merchant and thereafter reimbursed by Agent as provided for herein, immediately following the Weekly Sale Reconciliation; provided, however, in the event that the actual amount of an Expense is unavailable on the date of the reconciliation (such as payroll), Merchant, Buyer and Agent shall agree to an estimate of such amounts, which amounts will be reconciled once the actual amount of such Expense becomes available. Agent, Buyer and/or Merchant may review or audit the Expenses at any time.

Section 5. Reserved.

Section 6. Sale Term.

6.1 Term. The Sale shall be deemed to have commenced at each of the Stores on the Initial Closing Date (hereinafter, the “Sale Commencement Date”). Agent shall complete the Sale and vacate the premises of each Store in favor of Merchant or its representative or assignee on or before February 28, 2025 (the “Sale Termination Date”). The period beginning on the Sale Commencement Date through and including the Sale Termination Date shall be referred to herein as the “Sale Term.” The Sale Termination Date as to any Store may be (a) extended by mutual written agreement of Agent, Merchant and Buyer, or (b) accelerated by Agent, in which case Agent shall provide Merchant and Buyer with not less than seven (7) days’ advance written notice of any such planned accelerated Sale Termination Date (each such notice being a “Vacate Notice”).

6.2 Vacating the Closing Stores. Subject to the terms of Section 6.1 hereof, Agent shall provide Merchant and Buyer with not less than seven (7) days’ advance written notice of its intention to vacate any

Store (as to each, as applicable, the “Vacate Date”). On the Vacate Date, Agent shall vacate such Store in favor of Merchant or its representatives or assignee and leave such Store in “broom clean” condition (ordinary wear and tear excepted), subject to Agent’s right to abandon in place any unsold Inventory, Additional Agent Inventory, and unsold Owned FF&E). Agent’s obligations to pay all Expenses, including Occupancy Expenses, for each Store subject to a Vacate Notice shall continue only until the earlier of the (a) applicable Vacate Date for such Store, or (b) Sale Termination Date. Any reference in this Section 6 to vacating the Stores means vacating the Stores, as applicable, in favor of Merchant, its representatives, or assignee and shall not mean Merchant vacating possession or disclaimer of lease in favor of the landlord or owner of the Store premises. Agent agrees that it shall be obligated to repair any damage caused by Agent (or any representative, agent, or licensee thereof) to any Store during the Sale Term, ordinary wear and tear excepted.

Section 7. FF&E.

7.1 Disposition of Owned FF&E. Agent shall sell all FF&E owned by Merchant (collectively, the “Owned FF&E”) and located at the Stores or Distribution Centers. Agent shall be responsible for the payment of all expenses incurred in connection with the disposition of the Owned FF&E, and shall retain all Proceeds realized from the sale of such Owned FF&E.

7.2 Abandonment of FF&E. Agent shall be authorized to abandon any and all sold and unsold Owned FF&E in place without any cost or liability to Merchant, Buyer or any third party. For the avoidance of doubt, Agent shall not be authorized to abandon unsold FF&E that Agent or Merchant know is not owned by Merchant, and Merchant shall retain sole responsibility for the ultimate disposition thereof.

7.3 Merchant FF&E Representations. All Owned FF&E may be sold by Agent on Merchant’s and Buyer’s behalf free and clear of all claims, liens and encumbrances of any kind (except for Permitted Encumbrances). Anything in this Agreement to the contrary notwithstanding, Agent will not have any obligation whatsoever to purchase, sell, make, store, handle, treat, dispose, generate, transport or remove any Hazardous Materials that may be located at the Stores or the Distribution Centers. Agent shall have no liability to any party for any environmental action brought (i) that is related to the storage, handling, treatment, disposition, generation, or transportation of Hazardous Materials, or (ii) in connection with any remedial actions associated therewith or the Stores or the Distribution Centers. Merchant, and not Agent, shall be solely responsible to remove from the Stores all Hazardous Materials. For purposes of this Agreement, the term “Hazardous Materials” means, collectively, any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed under, or designated pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. 9601(14), as a “hazardous substance”, (ii) the Resource Conservation and Recovery Act, 42 U.S.C.A. 6903(5) and 6921, as a “hazardous waste”, or (iii) any other laws, statutes or regulations of a government or political subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the environment or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

Section 8. Conduct of the Sale.

8.1 Rights of Agent and Merchant. Agent shall be permitted to conduct and advertise the Sale consistent with the Sale Advertising throughout the Sale Term. Agent shall conduct the Sale in the name of and on behalf of Merchant in a commercially reasonable manner and in compliance with the terms of this Agreement and, except as modified by the Sale Order, all governing laws and applicable agreements to which Merchant is a party. Agent shall conduct the Sale in accordance with the Sale Guidelines annexed hereto as Exhibit 8.1, whether by in-store promotion, media advertising, or other promotional materials. Merchant shall have a right of access to the Stores at any time in the event of an emergency situation and

shall promptly notify Agent of such emergency. In addition to any other rights granted to Agent hereunder, in conducting the Sale, Agent, in the exercise of its sole discretion, shall have the following rights, limited by the Sale Guidelines:

- (a) to establish Stores' hours, which are consistent with the terms of applicable leases, mortgages, or other occupancy agreements and local laws or regulations, including, without limitation, Sunday closing laws; and will not extend the hours of operation at one or more of the Stores beyond the hours historically operated by Merchant;
- (b) to use without charge during the Sale Term (except where otherwise designated as an Expense pursuant to Section 4.1 hereof), (i) all furniture, fixtures and equipment and leasehold improvements, (ii) bank accounts, (iii) Store-level, corporate headquarters ("Corporate HQ") and Distribution Center computer hardware and software, (iv) existing supplies located at the Stores, (v) intangible assets (including Merchant's intellectual property), (vi) Stores' and Corporate HQ's keys, case keys, security codes, passwords, and safe and lock combinations required to gain access to and operate the Stores, Corporate HQ and Distribution Centers, (vii) reasonably sized and placed office space at Corporate HQ to coordinate the management of the Sale; and (viii) any other assets of Merchant located at the Stores, Corporate HQ or Distribution Centers (whether owned, leased, or licensed) consistent with applicable terms of leases or licenses. Agent shall exercise due care and return to Merchant immediately at the end of the Sale all materials and supplies except materials or supplies expended;
- (c) to be provided by Merchant or Buyer, as applicable (at no additional cost to Agent) (i) such central services necessary or incident to the conduct of the Sale as provided for under the APA Administrative Budget and/or Winddown Budget, including, but not limited to, use of Merchant's central office facilities, central administrative services, and personnel to process payroll, perform MIS, and provide other central office services necessary for the Sale and (ii) to use all Intellectual Property Rights (but solely in connection with the Sale and pursuant to such reasonable restrictions requested by Merchant and/or Buyer in order for Merchant and/or Buyer to comply with its privacy policy and applicable laws governing the use and dissemination of confidential consumer personal data);
- (d) to establish Sale prices and implement advertising, signage (including A-frame, interior and exterior banners and signs and sign walkers), and promotional programs consistent with the sale theme described herein, and as otherwise provided in the Sale Order and the Sale Guidelines, as and where applicable (including, without limitation, by means of media advertising, A-frame, interior and exterior banners and signs, use of sign walkers and similar signage);
- (e) to transfer Inventory and Additional Agent Inventory between the Stores at Agent's expense;
- (f) to transfer and re-allocate Inventory and reserved;
- (g) to conduct the Sale in accordance with the Sale Guidelines attached hereto as Exhibit 8.1; and
- (h) subject to the provisions of Section 8.10 below, to include Additional Agent Inventory as part of the Sale.

8.2 Terms of Sales to Customers. All sales of Inventory will be "final sales" and "as is" and all advertisements and sales receipts will reflect the same. Agent shall not warrant the Inventory in any manner, but will, to the extent legally permissible, pass on all manufacturers' warranties to customers. All sales will be made only for cash or nationally recognized credit and debit cards. Agent shall clearly mark

all receipts for the Inventory sold at the Stores during the Sale Term, so as to distinguish such Inventory from the Inventory sold prior to the Sale Commencement Date. Agent shall not warrant the Inventory in any manner, but will, to the extent legally permissible, pass on all manufacturers' warranties to customers.

8.3 Sales Taxes. During the Sale Term, all sales, excise, gross receipts and other taxes attributable to the Sale, including as indicated on Merchant's and/or Buyer's point of sale equipment (excluding for the avoidance of doubt taxes on net income) payable to any Taxing Authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Inventory, Additional Agent Inventory or other applicable property and collected by Agent, on Merchant's and Buyer's behalf, at the time of sale. All Sales Taxes indicated on Merchant's point of sale equipment or otherwise collected by Agent shall be deposited into a segregated account designated by Merchant solely for the deposit of such Sales Taxes ("Merchant Sales Taxes Account"). For the avoidance of doubt, Merchant will have payment authority on the Merchant Sales Tax Account from inception until Merchant no longer has any obligation with respect to the payment of Sales Taxes hereunder. For any Merchant Sales Taxes Accounts that Agent obtains control or payment authority over, Agent agrees to remit any funds in such Merchant Sales Taxes Accounts to Merchant. Merchant shall prepare and file all applicable reports and documents required by the applicable Taxing Authorities with respect to Sales Taxes incurred on transactions processed under Merchant's identification number(s), and Merchant shall promptly pay all such Sales Taxes from the Merchant Sales Taxes Account. Provided that Agent performs its responsibilities in accordance with this Section 8.3, Agent shall have no further obligation to Merchant, Buyer, any Taxing Authority, or any other party, and Merchant and Buyer, as applicable, shall each indemnify and hold harmless Agent (severally but not jointly) from and against any and all costs, including, without limitation, reasonable attorneys' fees, assessments, fines or penalties which Agent sustains or incurs as a result or consequence of the failure by such party to promptly pay such Sales Taxes to the proper Taxing Authorities and/or the failure by such party to promptly file with such Taxing Authorities all reports and other documents required by applicable law to be filed with or delivered to such Taxing Authorities. If Agent fails to perform its responsibilities in accordance with this Section 8.3, and provided Merchant and/or Buyer, as applicable, comply with their obligations hereunder, Agent shall indemnify and hold harmless Merchant and/or Buyer, as applicable, from and against any and all costs, including, without limitation, reasonable attorneys' fees, assessments, fines or penalties which Merchant and/or Buyer, as applicable, sustains or incurs as a result or consequence of the failure by Agent to collect Sales Taxes and/or the failure by Agent to promptly deliver any and all reports and other documents required to enable Merchant and/or Buyer, as applicable, to file any requisite returns with such Taxing Authorities.

8.4 Supplies. Agent shall have the right to use all existing supplies necessary to conduct the Sale (e.g., boxes, bags, and twine, but not gift certificates, rain checks, Inventory credits, or the like) located at the Stores at no charge to Agent. In the event that additional supplies are required in any of the Stores and Agent requests such additional supplies, the acquisition of such additional supplies shall be the responsibility of Agent as an Expense; provided, however, that if reasonably requested by Agent, Merchant shall assist Agent in obtaining supplies, at Agent's expense, from Merchant's vendors at Merchant's usual and customary costs for such supplies.

8.5 Returns of Inventory. During the first twenty-one (21) days of the Sale, Agent shall accept returns of Inventory sold by Merchant prior to the Sale Commencement Date in accordance with Merchant's return policies in effect at the time of purchase (to the extent presented in accordance with the foregoing terms, each such item being defined herein as "Returned Inventory"); provided, that Agent shall not be obligated to accept any return where the purpose behind such return is for the customer to repurchase the same item so as to take advantage of the sale price being offered in connection with the Sale; provided, further, that anything herein to the contrary notwithstanding, Agent shall not be obligated to accept any return of Inventory sold through Merchant's E-Commerce Platform (except for sales of Inventory that are fulfilled by the Stores), regardless of whether such goods were sold before or after the Sale Commencement

Date. For any item of Returned Inventory that is NOT otherwise capable of being resold, Merchant shall reimburse Agent for the refund issued by Agent pursuant to the Weekly Sale Reconciliation for any given week.

8.6 Gift Cards; Inventory Credits; Membership Program. During the first fourteen (14) days following the Sale Commencement Date, Agent shall accept Merchant's gift cards, gift certificates, Inventory credits and other similar Merchant-issued credits; provided, that Agent shall not accept any such items following such date.

8.7 Sale Reconciliation.

(a) Weekly Reconciliation. On each Wednesday during the Sale Term, commencing on the second Wednesday after the Sale Commencement Date, Agent, Buyer and Merchant shall cooperate to reconcile Expenses, Proceeds, sales of Additional Agent Inventory, and such other Sale-related items as either party shall reasonably request, in each case for the prior week or partial week (*i.e.*, Sunday through Saturday), pursuant to procedures agreed upon by Merchant and Agent.

(b) Final Reconciliation.

(i) Within thirty (30) days after the Sale Termination Date applicable to the last Store in which the Sale is concluded, Agent, Buyer and Merchant shall jointly prepare a final reconciliation of the Sale including, without limitation, a summary of Proceeds, Sales Taxes, proceeds of Owned FF&E, Expenses, and any other accountings required hereunder (the "Final Reconciliation"). Within seven (7) Business Days after completion of the Final Reconciliation, any undisputed and unpaid Expenses shall be paid by Agent (the "Final Reconciliation Settlement Date"). In the absence of an order of the Bankruptcy Court to the contrary, no disputed amounts owing hereunder shall be paid until the dispute has been resolved by agreement of the Parties or as determined in the manner prescribed in Section 8.7(b)(ii) hereof.

(ii) Once executed by Merchant, Buyer, and Agent, such Final Reconciliation shall be deemed approved without further order of the Bankruptcy Court (other than the Sale Order). During the Sale Term, and thereafter until all of Merchant's, Buyer's and Agent's obligations under this Agreement have been satisfied, Merchant, Buyer, and Agent shall have reasonable access to Merchant's, Buyer's and Agent's records with respect to Expenses to review and audit such records.

(iii) In the event that there is any dispute with respect to (x) the Final Reconciliation and/or (z) any other dispute relating to this Agreement, such dispute shall be promptly (and in no event later than the fifth (5th) Business Day following a request by either Merchant, Buyer or Agent) submitted to the Bankruptcy Court for resolution.

8.8 Force Majeure. If any casualty, act of war or terrorism, act of God, or epidemic or pandemic) prevents the conduct of business in the ordinary course at any Store for a period in excess of five (5) consecutive days (a "Force Majeure Event"), such Store and the Inventory located at such Store shall in Agent's reasonable discretion (following consultation with Merchant and Buyer) be eliminated from the Sale and considered to be deleted from this Agreement as of the first date of such event, and Agent, Buyer and Merchant shall have no further rights or obligations hereunder with respect thereto and there shall not be any effect on the APA; provided, however, that the proceeds of any insurance attributable to such Inventory shall constitute Proceeds hereunder. If a Store is eliminated from the Sale due to a Force Majeure Event, Agent will use its commercially reasonable efforts to transfer therefrom all Inventory that is not the subject of insurance proceeds and include such Inventory in the Sale at other Stores.

8.9 E-Commerce Platform. (a) Anything in this Agreement to the contrary notwithstanding, Agent shall not be entitled to conduct any sale of Inventory utilizing Merchant's existing e-commerce platform ("E-Commerce Platform") except for any sale of Inventory that is fulfilled by the Stores; provided, that Buyer agrees that it shall make available the www.biglots.com website and shall prominently display liquidation information requested by the Agent to be used for advertising and. Buyer shall maintain these websites at its own cost and expense at all times during the Sale Term to facilitate Agent's conduct of the Sale.

(b) Upon the occurrence of the Initial Closing and continuing to the end of the Sale Term, Buyer shall be deemed to have granted to Agent a temporary, irrevocable, royalty-free and non-exclusive license and right to use all Intellectual Property Rights, solely in connection with Agent's conduct of the Sale. Without limiting the generality of the foregoing, Agent shall be authorized to use the Intellectual Property Rights to advertise and promote the Sale, including (without limitation) the hanging of customary liquidation sign packages and banners at the Stores and, the use of trade names, logos, trademarks, e-mail lists, customer lists, catalog recipient lists, loyalty card information, social media sites (including Facebook, Instagram, Twitter, Pinterest, TikTok, etc.) and E-Commerce Platform (whether or not the Sale is conducted through the E-Commerce Platform) for purposes of promoting the Sale. Buyer shall provide Agent with access to the E-Commerce Platform, as well as any technical support that is necessary or desirable for Agent to access or modify such platform to promote or conduct the Sale during the Sale Term; provided, that all such promotion utilizing the E-Commerce Platform, social media sites and other non-bricks and mortar retail channels formerly operated by Merchant shall be subject to the prior approval of Buyer.

8.10 Additional Agent Inventory.

(a) Agent shall have the right to supplement the Inventory in the Sale with additional goods procured by Agent which are of like kind to the Inventory in the Sale ("Additional Agent Inventory"). The Additional Agent Inventory shall be purchased by Agent as part the Sale at Agent's sole expense (and such purchase price shall not constitute an Expense) and Agent shall be responsible for all actual and documented costs and expenses incurred in connection with the receipt, shipping, delivery, processing and transfer of any Additional Agent Inventory. Sales of Additional Agent Inventory shall be run through Merchant's cash register systems; provided, however, Agent shall mark the Additional Agent Inventory using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Agent Inventory from the sale of Inventory. Agent and Merchant shall also cooperate so as to ensure that the Additional Agent Inventory are marked in such a way that a reasonable consumer could identify the Additional Agent Inventory as non-Merchant goods. Additionally, Agent shall provide signage in the Stores notifying customers that the Additional Agent Inventory have been included in the Sale.

(b) Agent and Merchant intend that the transactions relating to the Additional Agent Inventory are, and shall be construed as, a true consignment in all respects and not a consignment for security purposes. At all times and for all purposes the Additional Agent Inventory and their proceeds shall be the exclusive property of Agent, and no other person or entity shall have any claim against any of the Additional Agent Inventory or their proceeds. The Additional Agent Inventory shall at all times remain subject to the exclusive control of Agent.

(c) Merchant shall, at Agent's sole expense (and not as an Expense), insure the Additional Agent Inventory and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Agent shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Inventory, which amount shall be deemed an Additional Agent Inventory expense.

(d) Merchant and Buyer acknowledge, and the Sale Order shall provide, that the Additional Agent Inventory shall be consigned to Merchant as a true consignment under Article 9 of the UCC. Merchant and Buyer further acknowledge and agree that Agent is hereby granted a first priority security interest in and lien upon (i) the Additional Agent Inventory and (ii) the Additional Agent Inventory proceeds, which security interest shall be deemed perfected pursuant to the Sale Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Inventory as consigned goods thereunder and Merchant as the consignee therefor, and Agent's security interest in and lien upon such Additional Agent Inventory and Additional Agent Inventory proceeds).

Section 9. Employee Matters.

9.1 Merchant's Employees. Subject to the applicable provisions of the Sale Order and any other provisions in this Agreement relating to employees, Agent may use Merchant's Store level employees in the conduct of the Sale to the extent Agent deems expedient, and Agent may select and, after consulting with Merchant, schedule the number and type of Merchant's employees required for the Sale. Agent shall identify any such Store employees to be used in connection with the Sale (each such employee, a "Retained Employee") prior to the Sale Commencement Date. Merchant covenants that it will use commercially reasonable efforts to provide a sufficient number of Retained Employees at each Store to conduct the Sale. Retained Employees shall at all times remain employees of Merchant, and shall not be considered or deemed to be employees of Agent. Merchant, Buyer and Agent agree that except to the extent that wages, payroll taxes, benefits, and other costs relating to the employment of Retained Employees constitute Expenses hereunder and except as otherwise expressly provided in this Agreement, nothing contained in this Agreement and none of Agent's actions taken in respect of the Sale shall be deemed to constitute an assumption by Agent of any of Merchant's obligations relating to any of Merchant's employees including, without limitation, Worker Adjustment Retraining Notification Act ("WARN Act") claims, and other termination-type claims and obligations, or any other amounts required to be paid by statute or law (except to the extent such items are amounts for which Merchant is entitled to indemnification pursuant hereto), nor shall Agent become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees. Merchant shall not, without Agent's prior written consent, raise the salary or wages or increase the benefits for, or pay any bonuses or make any other extraordinary payments to, any of the Retained Employees, except as otherwise provided in this Agreement.

9.2 Termination of Employees by Merchant. Agent may in its discretion stop using any Retained Employee at any time during the Sale. In the event Agent determines to discontinue its use of any Retained Employee in connection with the conduct of the Sale, Agent will provide written notice to Merchant and Buyer at least seven (7) days prior thereto, except for termination "for cause" (such as dishonesty, fraud, or breach of employee duties), in which case the seven (7) day notice period shall not apply; provided, however, that Agent shall notify Merchant and Buyer of the basis for such "cause". During the Sale Term, Merchant shall not transfer or dismiss employees of the Stores except "for cause" without Agent's prior consent (which consent shall not be unreasonably withheld). Notwithstanding any other provision hereof, Agent will indemnify Merchant with respect to any claims by Retained Employees arising from Agent's actionable treatment of such Retained Employees as provided for in Section 13.2 below.

9.3 Payroll Matters. Subject to Section 4.1 hereof, during the Sale Term, Merchant shall process the payroll for all Retained Employees and any former employees and temporary labor engaged for the Sale. Each Wednesday prior to the date on which such payroll is payable (or such other date as may be reasonably requested by Merchant to permit the funding of the payroll accounts before such payroll is due and payable) during the Sale Term, Agent shall transfer to Merchant's payroll accounts an amount equal to

the base payroll for Retained Employees plus related payroll taxes, workers' compensation and benefits for such week, in the amount required under Section 4.1(b) and (c).

9.4 Employee Retention Bonuses. To the extent not specifically provided for in either the APA Administrative Budget and/or Winddown Budget, Agent shall pay, as an Expense hereunder, retention bonuses ("Retention Bonuses") (which bonuses shall be inclusive of payroll taxes but as to which no benefits shall be payable) up to a maximum of approximately ten percent (10%) of base payroll, to certain Retained Employees who do not voluntarily leave employment and are not terminated "for cause", as Agent shall determine in its sole discretion. The amount of such Retention Bonuses, which will be payable within thirty (30) days after the Sale Termination Date, shall be in an amount to be determined by Agent, in its discretion, and shall be processed through Merchant's payroll system. Agent shall provide Merchant with a copy of Agent's Retention Bonus, including timing of payments and to whom the payments will be made, plan within three (3) Business Days after the Sale Commencement Date. Agent shall not utilize the Retention Bonus as a mechanism to encourage Retained Employees to act contrary to Merchant's best interests.

9.5 No Liability of Buyer. All Retained Employees shall remain employees of Merchant and Buyer shall have no liability or responsibility with respect to any such employees, or Merchant and Agent's use of such employees.

Section 10. Conditions Precedent.

10.1 Conditions to Agent's Obligations. The willingness of Agent to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions, unless specifically waived in writing by Agent:

- (a) All representations and warranties of Merchant hereunder shall be true and correct in all material respects (except where the failure of such representations and warranties to be so true would not reasonably be expected to have a material adverse effect on the ability of Merchant to execute and deliver this Agreement and perform its material obligations hereunder) and no Event of Default shall have occurred at and as of the date hereof and as of the Sale Commencement Date;
- (b) No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement (including, without limitation, the Sale);
- (c) The Bankruptcy Court shall have entered the Sale Order in form and substance reasonably acceptable to Agent;
- (d) The Initial Closing shall have occurred;
- (e) This Agreement shall have been duly executed and delivered by all Parties; and
- (f) If necessary, Debtors shall have obtained an order approving its motion ("Lease Extension Motion") pursuant to Section 365(d)(4) of the Bankruptcy Code, inter alia, extending the Merchant's time to assume or reject the leases for the Stores to a date not sooner than the Sale Termination Date.

10.2 Conditions to Buyer's Obligations. The willingness of Buyer to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions, unless specifically waived in writing by Buyer:

(a) All representations and warranties of Merchant hereunder shall be true and correct in all material respects (except where the failure of such representations and warranties to be so true would not reasonably be expected to have a material adverse effect on the ability of Buyer to execute and deliver this Agreement and perform its material obligations hereunder) and no Event of Default shall have occurred at and as of the date hereof and as of the Sale Commencement Date;

(b) No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement or the APA;

(c) The Bankruptcy Court shall have entered the Sale Order in form and substance reasonably acceptable to Buyer;

(d) The Initial Closing shall have occurred; and

(e) This Agreement shall have been duly executed and delivered by all Parties.

10.3 Conditions to Merchant's Obligations. The willingness of Merchant to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions, unless specifically waived in writing by Merchant:

(a) All representations and warranties of Agent hereunder shall be true and correct in all material respects (except where the failure of such representations and warranties to be so true would not reasonably be expected to have a material adverse effect on the ability of Agent to execute and deliver this Agreement and perform its material obligations hereunder) and no Event of Default shall have occurred at and as of the date hereof and as of the Sale Commencement Date, in each case solely as a result of Agent's conduct;

(b) The Bankruptcy Court shall have entered the Sale Order in form and substance reasonably acceptable to Merchant;

(c) The Initial Closing shall have occurred; and

(d) This Agreement shall have been duly executed and delivered by all Parties.

Section 11. Representations, Warranties and Covenants.

11.1 Merchant's Representations, Warranties, and Covenants. Each entity comprising Merchant hereby represents, warrants, and covenants in favor of Agent as follows:

(a) Such Merchant (i) is a corporation duly organized, validly existing, and in good standing under the laws of its formation; (ii) has all corporate requisite power and authority to own, lease, and operate its assets and properties and to carry on its business as presently conducted and to grant the rights intended to be granted herein as provided herein; and (iii) is, and during the Sale Term will continue to be, duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including all jurisdictions in which any Store is located, except, in each case, to the extent that the failure to be in good standing or so qualified would not reasonably be expected to have a material adverse effect on the ability of Merchant to execute and deliver this Agreement and perform its material obligations hereunder.

(b) Subject to the entry of the Sale Order, such Merchant has the right, power, and authority to execute and deliver this Agreement and each other document and agreement contemplated

hereby (collectively, together with this Agreement, the “Agency Documents”) and to perform its obligations hereunder. Subject to the entry of the Sale Order, such Merchant has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents, and no further consent or approval on the part of such Merchant is required for such Merchant to enter into and deliver the Agency Documents, to perform its obligations thereunder, and to consummate the Sale. Subject to the issuance and entry of the Sale Order, each of the Agency Documents has been duly executed and delivered by such Merchant and constitutes the legal, valid, and binding obligation of such Merchant, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). Subject to the entry of the Sale Order, no court order or decree of any federal, state, local, or provincial governmental authority or regulatory body is in effect that would prevent or materially impair, or is required for such Merchant’s consummation of, the transactions contemplated by this Agreement, and no consent of any third party that has not been obtained is required therefor, other than as shall be obtained prior to the Sale Commencement Date, except for any such consent the failure of which to be obtained could not reasonably be expected to have a material adverse effect on the ability of such Merchant to execute and deliver this Agreement and perform fully its obligations hereunder. Other than for any consent as shall be obtained prior to the Sale Commencement Date, and any contracts or agreements identified by such Merchant to Agent on or prior to the Sale Commencement Date, no contract or other agreement to which such Merchant is a party or by which Merchant is otherwise bound will prevent or materially impair the consummation of the Sale and the other transactions contemplated by this Agreement.

(c) Except for the Bankruptcy Case and the matters set forth on Exhibit 11.1(c), no action, arbitration, suit, notice, or legal, administrative, or other proceeding before any court or governmental body has been instituted by or against Merchant, or has been settled or resolved, or to Merchant’s knowledge, is threatened against or affects Merchant, relative to Merchant’s business or properties, or which questions the validity of this Agreement, or that if adversely determined, would have a material adverse effect upon the ability of Merchant to perform its obligations under this Agreement.

(d) Subject to the provisions of the Sale Order, Agent shall have the right for the duration of the Sale Term to the unencumbered use and occupancy of, and peaceful and quiet possession of, the Stores and Distribution Centers.

11.2 Agent’s Representations, Warranties and Covenants. Agent hereby represents, warrants, and covenants in favor of Merchant as follows:

(a) Agent (i) is a limited liability company duly and validly existing and in good standing under the laws of the state of its organization; (ii) has all requisite power and authority to carry on its business as presently conducted and to consummate the transactions contemplated hereby; and (iii) is and during the Sale Term will continue to be duly authorized and qualified as a foreign company to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification.

(b) Agent has the right, power, and authority to execute and deliver each of the Agency Documents to which it is a party and to perform fully its obligations thereunder. Each entity comprising Agent has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents, and no further consent or approval is required on the part of any entity comprising Agent for such entity to enter into and deliver the Agency Documents, to perform its obligations thereunder, and to consummate the Sale. Each of the Agency Documents has been duly executed and delivered by each entity comprising Agent and constitutes the legal, valid, and binding obligation of such entity enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy,

insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). No court order or decree of any federal, provincial, state, or local governmental authority or regulatory body is in effect that would prevent or impair or is required for each entity comprising Agent's consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor other than as provided herein. No contract or other agreement to which any entity comprising Agent is a party or by which any entity comprising Agent is otherwise bound will prevent or impair the consummation of the transactions contemplated by this Agreement.

(c) No action, arbitration, suit, notice, or legal, administrative, or other proceeding before any court or governmental body has been instituted by or against any entity comprising Agent, or has been settled or resolved, or to the knowledge of any entity comprising Agent, has been threatened against or affects any such entity, which questions the validity of this Agreement or any action taken or to be taken by any such entity in connection with this Agreement, or which if adversely determined, would have a material adverse effect upon the ability of any entity comprising Agent to perform its obligations under this Agreement.

(d) Agent will have at the Initial Closing and at any time payments are required to be made by Agent hereunder or under the APA sufficient funds available in cash to pay the Expenses and any fees and expenses incurred by or otherwise required to be paid by Agent in connection with the Sale and the disposition of the Owned FF&E in the Stores and Distribution Centers pursuant to this Agreement and the transactions contemplated by this Agreement.

Section 12. Insurance.

12.1 Worker's Compensation Insurance. Merchant shall continue until the Sale Termination Date, in such amounts as Merchant currently has in effect, worker's compensation insurance (including employer liability insurance) covering all Retained Employees in compliance with all statutory requirements. Prior to the Sale Commencement Date, Merchant shall deliver to Agent a certificate of its insurance broker or carrier evidencing such insurance.

12.2 Agent's Insurance. As an Expense of the Sale, Agent shall maintain throughout the Sale Term, in such amounts as it currently has in effect, comprehensive public liability and automobile insurance policies covering injuries to persons and property in or in connection with Agent's agency at the Stores, and shall cause Merchant to be named an additional insured with respect to such policies. Prior to the Sale Commencement Date, Agent shall deliver to Merchant certificates evidencing such insurance policies, setting forth the duration thereof and naming Merchant as an additional insured, in form and substance reasonably satisfactory to Merchant. In the event of a claim under such policies, Agent shall be responsible for the payment of all deductibles, retentions, or self-insured amounts thereunder, to the extent such claim arises from or relates to the alleged acts or omissions of Agent or Agent's employees, agents or Supervisors.

12.3 Other Insurance. Notwithstanding the foregoing, and subject to any restrictions that may be set forth in the APA, Merchant may modify any insurance to the extent that it is not required for the operation of the Stores.

Section 13. Indemnification.

13.1 Merchant Indemnification. Merchant and Buyer shall, severally as to themselves only, indemnify and hold Agent and its officers, directors, employees, agents, representatives, and independent contractors (collectively, "Agent Indemnified Parties") harmless from and against all claims, causes of action, demands, penalties, losses, liability, damage, or other obligations, including, without limitation,

reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Merchant's or Buyer's, as applicable, breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement; (ii) subject to Agent's compliance with its obligations under Section 8.3 hereof, any failure by Merchant (for which Merchant shall have the indemnity obligations hereunder) or Buyer (for which Buyer shall have the indemnity obligations hereunder), to pay any Sales Taxes to the proper Taxing Authorities or to properly file with any Taxing Authorities any reports or documents required by applicable law to be filed in respect thereof; (iii) any failure of Merchant or Buyer, as applicable, to pay to its employees any wages, salaries or benefits due to such employees during the Sale Term; (iv) any consumer warranty or products liability claims relating to Inventory; (v) any liability or other claims asserted by customers, any of Merchant's or Buyer's, as applicable, employees, or any other person against any Agent Indemnified Party (including, without limitation, claims by employees arising under collective bargaining agreements, worker's compensation, or under the WARN Act); (vi) any harassment or any other unlawful, tortious, or otherwise actionable treatment of any customers, employees or agents of Agent by Merchant or Buyer, as applicable, or any of their respective representatives (other than Agent); (vii) in the case of Buyer, any failure of Buyer to pay to any expenses during the Sale Term to the extent provided for under either the APA Administrative Budget and/or Winddown Budget, as applicable; (viii) reserved; and (ix) the gross negligence (including omissions) or willful misconduct of Merchant or Buyer, as applicable, or their respective officers, directors, employees, agents (other than Agent) or representatives; provided, that, in each case of clauses (i) – (viii), Merchant shall not have any indemnification obligations with respect to any Assumed Liabilities (as defined in the APA).

13.2 Agent Indemnification. Agent shall indemnify and hold Merchant and Buyer and their officers, directors, employees, agents and representatives harmless from and against all claims, causes of action, demands, penalties, losses, liability, damage, or other obligations, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to: (i) Agent's breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement (including any failure to pay Expenses as required hereunder); (ii) any claims by any party engaged by Agent as an employee or independent contractor arising out of such employment; (iii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any customers, employees or agents of Merchant or Buyer, as applicable, by Agent or any of its representatives; (iv) any consumer warranty or products liability claims relating to Additional Agent Inventory; (v) as set forth in Section 8.3 above; (vi) reserved; and (vii) the gross negligence (including omissions) or willful misconduct of Agent, its officers, directors, employees, agents or representatives.

Section 14. Defaults.

The following shall constitute "Events of Default" hereunder:

(a) Merchant's, Buyer's, or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured ten (10) business days after receipt of written notice thereof to the defaulting party; or

(b) subject to Section 8.8 hereof, the Sale is terminated or materially interrupted or impaired at any Store for any reason other than (i) an Event of Default by Agent or (ii) any other material breach or action by Agent not authorized hereunder.

In the event of an Event of Default, the non-defaulting party may, in its discretion, elect to terminate this Agreement upon seven (7) Business Days' written notice to the other party and pursue any and all rights and remedies and damages resulting from such default hereunder in the event such cure is not effected by the defaulting party.

Section 15. Miscellaneous.

15.1 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by hand, by e-mail, and/or a recognized overnight delivery service, as follows:

If to Merchant:

c/o Big Lots, Inc.
4900 E. Dublin-Granville Road,
Columbus, Ohio 43081
Attn: Rocky Robins
Jonathan Ramsden
E-mail: rrobbins@biglots.com
jramsden@biglots.com

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: H. Oliver Smith
Brian Wolfe
Brian Resnick
Adam L. Shpeen

E-mail: oliver.smith@davispolk.com
brian.wolfe@davispolk.com
brian.resnick@davispolk.com
adam.shpeen@davispolk.com

If to Agent:

Gordon Brothers Retail Partners, LLC
101 Huntington Avenue, 11th Floor
Boston, MA 02119
Attn: Rick Edwards, Head of North America Retail
David Braun, Senior Transaction Counsel
Email: redwards@gordonbrothers.com
dbraun@gordonbrothers.com

With a copy to (which shall not constitute notice):

Riemer & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, NY 10036
Attn: Steven E. Fox
Email: sfox@riemerlaw.com

If to Buyer:

GORDON BROTHERS RETAIL PARTNERS, LLC
101 Huntington Avenue, 11th Floor
Boston, MA 02119
Attn: Rick Edwards, Head of North America Retail
David Braun, Senior Transaction Counsel
Email: redwards@gordonbrothers.com
dbraun@gordonbrothers.com

With a copy (which will not constitute notice) to:

Riemer & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, NY 10036
Attn: Steven E. Fox
Email: sfox@riemerlaw.com

15.2 Governing Law; Consent to Jurisdiction.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles thereof.

(b) The parties hereto agree that the Bankruptcy Court (and the District Court and Circuit Court of Appeal with appellate jurisdiction over the Bankruptcy Court) shall retain exclusive jurisdiction to hear and finally determine any disputes arising from or under this Agreement, and by execution of this Agreement each party hereby irrevocably accepts and submits to the jurisdiction of such court with respect to any such action or proceeding and to service of process by certified mail, return receipt requested to the address listed above for each party.

15.3 Entire Agreement. This Agreement, the Exhibits hereto, and the Agency Documents (subject, in each instance, to the Sale Order) contain the entire agreement between the Parties with respect to the transactions contemplated hereby and supersede and cancel all prior agreements, including but not limited to all proposals, letters of intent, or representations, written or oral, with respect thereto.

15.4 Amendments. This Agreement, the Exhibits hereto, and the Agency Documents may not be modified except in a written instrument executed by each of Merchant and Agent.

15.5 No Waiver. No party's consent to or waiver of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

15.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Agent, Buyer, and Merchant and their respective successors and permitted assigns, including, without limitation, any chapter 11 or chapter 7 trustee; provided, however, that this Agreement may not be assigned by Merchant, Buyer, or Agent to any party without the prior written consent of the other; provided, further, however, that Agent shall have the right to syndicate this Agreement upon notice to (but not consent of) Buyer and Merchant, but Agent shall remain liable under this Agreement notwithstanding such syndication.

15.7 Execution in Counterparts. This Agreement or any of the other Agency Documents may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. This Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature delivered by electronic method of transmission (including a “pdf” by email). Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement.

15.8 Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

15.9 Survival. All representations, warranties, covenants and agreements made herein shall terminate as of the Initial Closing.

15.10 Termination. This Agreement may be terminated at any time before the Sale Commencement Date as set forth below; provided, however, that any payments made to Merchant hereunder prior to termination shall not be refunded or in any way unwound:

- (a) by mutual written consent of the Merchant and the Agent;
- (b) automatically and without any action or notice by either Agent or Merchant, immediately upon the occurrence of any of the following events:
 - (i) the issuance of a final and non-appealable order by any agency, division, subdivision, audit group, procuring office, or governmental or regulatory authority, or any adjudicatory body thereof, of the United States or any state thereof, any foreign government or state or any municipal or other political subdivision thereof to restrain, enjoin, or otherwise prohibit the transfer of the assets contemplated hereby; or
 - (ii) approval by the Bankruptcy Court of, or the filing by or on behalf of Merchant of a motion or other request to approve, any financing, refinancing, acquisition, divestiture, public offering, recapitalization, business combination or reorganization of or involving all or a material portion of, collectively, the Inventory and Owned FF&E (other than any transaction with Agent or an affiliate of Agent) or any standalone plan of reorganization for Merchant involving the retention of all or a material portion of, collectively, the Inventory and the Owned FF&E (an “Alternative Transaction”); or
 - (iii) Merchants’ Bankruptcy Cases being converted into a case under Chapter 7 of the Bankruptcy Code or dismissed.
- (c) upon written notice by Agent if the condition set forth in Section 10.02 of the APA has not been satisfied.
- (d) upon written notice by Merchant if Merchant is not in material breach of this Agreement and there has been a material violation or breach by Agent of any representation, warranty, covenant or agreement contained in this Agreement that (A) has not been waived by Merchant, and (B) is

not capable of being cured or, if capable of being cured, is not cured in all material respects within ten (10) business days following receipt by Agent of notification thereof.

In the event that this Agreement is validly terminated as provided herein, then each of the Parties to this Agreement shall be relieved of its duties and obligations arising under this Agreement after the date of such termination; provided, however, that nothing in this Section 15.10 shall be deemed to release any party from liability for any breach of its obligations under this Agreement prior to such termination.

15.11 Agent's Security Interest.

(a) Effective upon payment by Buyer of the Purchase Price at the Initial Closing, Merchant shall be deemed to have granted to Agent first priority, senior security interests in and liens (subject to the subordination provisions set forth herein below) upon: (i) the Inventory; (ii) all Proceeds (including, without limitation, credit card Proceeds); and (iii) all "proceeds" (within the meaning of Section 9-102(a)(64) of the UCC) of each of the foregoing (all of which are collectively referred to herein as the "Agent Collateral"), to secure the full payment and performance of all obligations of Merchant to Agent hereunder. Upon entry of the Sale Order, and payment by the Buyer of the Purchase Price, the security interest granted to the Agent hereunder shall be deemed properly perfected without the necessity of filing Uniform Commercial Code financing statements or any other documentation. For purposes of this Agreement, "UCC" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Delaware.

(b) Without any further act by or on behalf of the Agent or any other party (including (without limitation) any Lender or the Merchant), the Agent's security interests in and liens upon the Agent Collateral created hereunder are (i) validly created; (ii) effective upon entry of the Sale Order, perfected; and (iii) senior to all other liens and security interests. Merchant and Buyer shall cooperate with Agent with respect to all filings (including, without limitation, UCC-1 financing statements) and other actions to the extent reasonably requested by Agent in connection with the security interests and liens granted under this Agreement.

(c) Merchant will not grant any security interest in any of the Agent Collateral other than in favor of the Agent.

(d) In the event of an Event of Default by the Merchant hereunder, in any jurisdiction where the enforcement of its rights hereunder is sought, the Agent shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code.

15.12 Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights or remedies upon any person or entity (including any landlord of Merchant) that is not a party hereto.

15.13 Wiring of Funds. All amounts required to be paid by Agent or the Merchant under any provision of this Agreement shall be made by wire transfer of immediately available funds which shall be wired by Agent or Merchant, as applicable, no later as 2:00 p.m. (Eastern Time) on the date that such payment is due; provided, however, that all of the information necessary to complete the wire transfer has been received by Agent or Merchant, as applicable, by 10:00 a.m. (Eastern Time) on the date that such payment is due. In the event that the date on which any such payment is due is not a Business Day, then such payment shall be made by wire transfer on the next Business Day.

15.14 Nature of Remedies. Except to the extent expressly set forth herein, all rights, remedies, powers, privilege and adjustments under Sections 3 and 11 shall be in addition to and not in limitation of those provided elsewhere in this Agreement or by applicable law. No failure to exercise and no delay in

exercising, on the part of the Agent, any right, remedy, power, privilege or adjustment hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, privilege, or adjustment hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, privilege, or adjustment.

15.15 Further Assurances. From time to time, and without further consideration, each of Merchant and Agent covenants and agrees that each such party shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as the other party may reasonably request as necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement (including satisfaction of all closing conditions that are within the control of Merchant or Agent, as applicable, and reasonably cooperating with the Sale), and shall lend all reasonable assistance to the other party in conducting the Sale and otherwise in the carrying out of the intentions and purposes of this Agreement. Each of Merchant and Agent further covenants and agrees that it shall promptly deliver to the other party all such information and documents as such party shall reasonably request in connection with the Sale.

*[Remainder of Page Intentionally Blank;
Signatures Appear Next Page]*

IN WITNESS WHEREOF, Agent and Merchant hereby execute this Agency Agreement as of the day and year first written above.

AGENT:

GORDON BROTHERS RETAIL PARTNERS, LLC

By: *Richard P Edwards*
Name: Rick Edwards
Title: President, Head of North American Retail

[Signatures Continued Next Page]

[Signature Page to the Agency Agreement]

BUYER:

GORDON BROTHERS RETAIL PARTNERS, LLC

By: Richard P Edwards
Name: Rick Edwards
Title: President, Head of North American Retail

MERCHANT:

BIG LOTS, INC.

By: _____
Name: _____
Title: _____

BIG LOTS STORES, LLC,

By: _____
Name: _____
Title: _____

BUYER:

GORDON BROTHERS RETAIL PARTNERS, LLC

By: _____
Name: _____
Title: _____

MERCHANT:

BIG LOTS, INC.

By: _____
Name: Bruce K. Thorn
Title: President and Chief Executive Officer

BIG LOTS STORES, LLC,

By: _____
Name: Bruce K. Thorn
Title: President and Chief Executive Officer

EXHIBIT 1

See attached.

Exhibit

Store List

#	Store #	Name	Address	City	State	Zip
1	1899	ABERDEEN	1371 N SANDHILLS BLVD	ABERDEEN	NC	28315
2	4598	ABILENE	3204 S CLACK DR	ABILENE	TX	79606
3	5465	ADA	1200 N HILLS CENTER	ADA	OK	74820
4	4680	ADRIAN	1416 S MAIN ST, STE 100	ADRIAN	MI	49221
5	5298	AKRON	426 EAST WATERLOO RD	AKRON	OH	44319
6	1846	AKRON	1890 W MARKET ST suite #500	AKRON	OH	44313
7	5406	ALBANY	2525 DAWSON RD	ALBANY	GA	31707
8	1844	ALBEMARLE	720 NC 24 27 BYP E	ALBEMARLE	NC	28001
9	4753	ALBUQUERQUE	9500 MONTGOMERY BLVD NE, SUITE A	ALBUQUERQUE	NM	87111
10	1982	ALBUQUERQUE	465 COORS BLVD NW	ALBUQUERQUE	NM	87121
11	294	ALCOA	116 S HALL RD	ALCOA	TN	37701
12	1448	ALLENTOWN	2349 LEHIGH ST	ALLENTOWN	PA	18103
13	303	ALLIANCE	1965 W STATE ST	ALLIANCE	OH	44601
14	1644	ALPENA	2680 US HWY 23 S	ALPENA	MI	49707
15	86	ALTON	1751 HOMER M ADAMS PKWY	ALTON	IL	62002
16	1867	ALTOONA	415 ORCHARD AVE STE 7	ALTOONA	PA	16601
17	1484	AMARILLO	3415 BELL ST	AMARILLO	TX	79109
18	1270	AMSTERDAM	4879 STATE HIGHWAY 30	AMSTERDAM	NY	12010
19	5489	ANDALUSIA	130 COVINGTON MALL	ANDALUSIA	AL	36420
20	5321	ANDERSON	4358 S SCATTERFIELD RD	ANDERSON	IN	46013
21	5367	ANDERSON	162 STATION DR	ANDERSON	SC	29621
22	802	ANNISTON	3124 MCCLELLAN BLVD	ANNISTON	AL	36201
23	1468	APOPKA	775 S ORANGE BLOSSOM TRL	APOPKA	FL	32703
24	1995	APPLE VALLEY	21640 BEAR VALLEY RD	APPLE VALLEY	CA	92308
25	5238	ARDEN	11 MCKENNA RD	ARDEN	NC	28704
26	5142	ARDMORE	1203 N COMMERCE STREET	ARDMORE	OK	73401
27	1192	ARLINGTON	2110 S COOPER ST	ARLINGTON	TX	76013
28	1890	ARLINGTON	5781 SW GREEN OAKS BLVD	ARLINGTON	TX	76017
29	1805	ASHEBORO	1432 E DIXIE DR	ASHEBORO	NC	27203
30	833	ASHLAND	711 MARTIN LUTHER KING JR BLVD	ASHLAND	KY	41101
31	1969	ASHTABULA	2466 W PROSPECT RD	ASHTABULA	OH	44004
32	1158	ATHENS	603 US HWY 72 W	ATHENS	AL	35611
33	1429	ATHENS	3190 ATLANTA HWY	ATHENS	GA	30606
34	29	ATHENS	918 E STATE ST	ATHENS	OH	45701
35	498	ATHENS	1637 Decatur Pike	ATHENS	TN	37303
36	1763	ATLANTA	3358 CHAMBLEE TUCKER RD	ATLANTA	GA	30341
37	1398	ATTLEBORO	217 S MAIN ST	ATTLEBORO	MA	02703
38	4691	AUBURN	416 SOUTHBRIDGE ST	AUBURN	MA	01501
39	1471	AUBURN	360 GRANT AVE RD STE 2	AUBURN	NY	13021
40	459	AUBURN	1716 OPELIKA RD	AUBURN	AL	36830
41	1528	AUBURN	730 CENTER ST	AUBURN	ME	04210
42	4525	AUGUSTA	152 WESTERN AVE	AUGUSTA	ME	04330
43	3	AUGUSTA	2708 PEACH ORCHARD RD	AUGUSTA	GA	30906
44	4133	AURORA	15351 E HAMPDEN AVE	AURORA	CO	80013
45	1243	AURORA	888 GREEN BLVD	AURORA	IN	47001
46	372	AUSTELL	5055 AUSTELL RD	AUSTELL	GA	30106
47	4387	AUSTIN	801 E WILLIAM CANNON DR STE 135B	AUSTIN	TX	78745
48	4131	AUSTIN	8666 SPICEWOOD SPRINGS RD	AUSTIN	TX	78759
49	550	AVON PARK	818 US HWY 27 S	AVON PARK	FL	33825
50	4655	BAKERSFIELD	4751 WHITE LANE	BAKERSFIELD	CA	93309
51	5464	BARBERTON	241 W WOOSTER RD	BARBERTON	OH	44203
52	5249	BARNEGAT	580 N MAIN ST	BARNEGAT	NJ	08005
53	5385	BARTLESVILLE	564 SE WASHINGTON BLVD	BARTLESVILLE	OK	74006
54	5242	BATTLE CREEK	5440 BECKLEY RD.	BATTLE CREEK	MI	49015
55	420	BAY CITY	1001 N EUCLID AVE	BAY CITY	MI	48706
56	5181	BEACHWOOD	24295 CHAGRIN BLVD.	BEACHWOOD	OH	44122
57	5440	BEAUFORT	328 ROBERT SMALLS PKWY	BEAUFORT	SC	29906
58	1263	BECKLEY	4522 ROBERT C BYRD DR	BECKLEY	WV	25801
59	257	BEDFORD	3309 16TH ST	BEDFORD	IN	47421
60	1179	BEDFORD	2853 CENTRAL DR	BEDFORD	TX	76021
61	1570	BELLE VERNON	142 FINLEY RD	BELLE VERNON	PA	15012
62	122	BELLEFONTAINE	1760 S MAIN ST	BELLEFONTAINE	OH	43311
63	109	BELLEVUE	15 E 6TH ST	BELLEVUE	KY	41073
64	5237	BELMONT	601 PARK ST	BELMONT	NC	28012
65	4488	BELMONT	96 DANIEL WEBSTER HWY	BELMONT	NH	03220
66	4556	BEND	2600 NE HIGHWAY 20	BEND	OR	97701
67	5163	BENTON	1426 MILITARY PLAZA	BENTON	AR	72015
68	1380	BETHLEHEM	2192 W UNION BLVD	BETHLEHEM	PA	18018
69	1765	BEVERLY	4355 ROUTE 130 STE A	BEVERLY	NJ	08010
70	5225	BILLERICA	480 BOSTON RD	BILLERICA	MA	01821
71	1923	BILLINGS	1515 MAIN ST	BILLINGS	MT	59105
72	1596	BISMARCK	1026 E BISMARCK EXPY	BISMARCK	ND	58504
73	4643	BLAINE	634 COUNTY ROAD 10 NE	BLAINE	MN	55434
74	247	BLOOMINGTON	3620 W 3RD ST	BLOOMINGTON	IN	47404
75	1141	BLOOMSBURG	2431 COLUMBIA BLVD	BLOOMSBURG	PA	17815
76	5241	BLUE SPRINGS	603 SW US HIGHWAY 40	BLUE SPRINGS	MO	64014
77	5097	BLUFFTON	32 MALPHRUS RD STE 111	BLUFFTON	SC	29910
78	4518	BOURBONNAIS	185 S KENNEDY DR	BOURBONNAIS	IL	60914
79	4729	BOWLING GREEN	3000 SCOTTSVILLE RD	BOWLING GREEN	KY	42104
80	30	BOWLING GREEN	818 S MAIN ST	BOWLING GREEN	OH	43402
81	5231	BOYERTOWN	801 E PHILADELPHIA AVE STE 4	BOYERTOWN	PA	19512
82	5171	BRADENTON	5584 CORTEZ RD. WEST	BRADENTON	FL	34210
83	5353	BRADFORD	1001 E MAIN ST	BRADFORD	PA	16701
84	5456	BRANDENBURG	777 BYPASS RD	BRANDENBURG	KY	40108
85	560	BRANDON	843 W BLOMINGDALE AVE	BRANDON	FL	33511
86	1955	BRICK	135 VAN ZILE RD	BRICK	NJ	08724
87	5346	BRIDGEPORT	56104 NATIONAL RD	BRIDGEPORT	OH	43912
88	246	BRIDGEPORT	104 THOMPSON DR	BRIDGEPORT	WV	26330
89	1951	BRIDGEVILLE	1155 WASHINGTON PIKE	BRIDGEVILLE	PA	15017
90	4572	BRIGHTON	893 S KUNER RD.	BRIGHTON	CO	80601
91	487	BRISTOL	1103 VOLUNTEER PKWY	BRISTOL	TN	37620
92	1738	BRISTOL	1235 FARMINGTON AVE	BRISTOL	CT	06010
93	5135	BROCKPORT	6515 BROCKPORT SPENCERPORT RD	BROCKPORT	NY	14420
94	1144	BROKEN ARROW	1750 S ELM PL	BROKEN ARROW	OK	74012
95	1375	BROOKSVILLE	20050 CORTEZ BLVD	BROOKSVILLE	FL	34601
96	1742	BROWNSVILLE	1601 E PRICE RD	BROWNSVILLE	TX	78521
97	1664	BROWNWOOD	315 E COMMERCE ST UNIT B	BROWNWOOD	TX	76801
98	1507	BRUNSWICK	4420 ALTAMA AVE STE C2	BRUNSWICK	GA	31520
99	1699	BRUNSWICK	1733 PEARL RD STE 125	BRUNSWICK	OH	44212

Store List

100	1694	BRUNSWICK	8 GURNET RD STE 8	BRUNSWICK	ME	04011
101	4052	BUENA PARK	8932 VALLEY VIEW ST	BUENA PARK	CA	90620
102	1852	BUFFALO	4101 TRANSIT RD	BUFFALO	NY	14221
103	5414	BUFORD	4125 HIGHWAY 20, STE A-2	BUFORD	GA	30518
104	1900	BULLHEAD CITY	2350 MIRACLE MILE STE 500	BULLHEAD CITY	AZ	86442
105	1861	BURLESON	648 SW WILSHIRE BLVD	BURLESON	TX	76028
106	499	BURLINGTON	1811 S CHURCH ST	BURLINGTON	NC	27215
107	1289	BURLINGTON	3320 AGENCY ST	BURLINGTON	IA	52601
108	5475	BURNHAM	331 FREEDOM AVE	BURNHAM	PA	17009
109	5229	BURTON	4157 E. COURT STREET	BURTON	MI	48509
110	473	BUTLER	190 ALAMEDA PLZ	BUTLER	PA	16001
111	5490	CALLAWAY	225 S TYNDALL PKWY	CALLAWAY	FL	32404
112	1079	CAMBRIDGE	1755 SOUTHGATE PKWY	CAMBRIDGE	OH	43725
113	1874	CAMDEN	2209 W DEKALB ST	CAMDEN	SC	29020
114	1413	CAMP HILL	3437 SIMPSON FERRY RD	CAMP HILL	PA	17011
115	1842	CAMPBELLSVILLE	400 CAMPBELLSVILLE BYP	CAMPBELLSVILLE	KY	42718
116	1622	CANTON	1336 WHIPPLE AVE NW	CANTON	OH	44708
117	1775	CAPE MAY	3845 BAYSHORE RD	CAPE MAY	NJ	08204
118	5266	CAPE MAY COURT HOUSE	20 COURT HOUSE S DENNIS RD.	CAPE MAY COURT HOUSE	NJ	08210
119	4751	CARLSBAD	2302 W PIERCE ST	CARLSBAD	NM	88220
120	5487	CARROLLTON	1004 BANKHEAD HWY STE A3	CARROLLTON	GA	30117
121	1624	CARROLLTON	3621 N JOSEY LN	CARROLLTON	TX	75007
122	4563	CARSON CITY	4215 S CARSON ST	CARSON CITY	NV	89701
123	1003	CARTERSVILLE	160 MARKET SQ	CARTERSVILLE	GA	30120
124	1748	CARY	128 KILMAYNE DR	CARY	NC	27511
125	4609	CASA GRANDE	1346 E FLORENCE BLVD STE 3	CASA GRANDE	AZ	85122
126	4444	CASPER	2141 E 12TH ST	CASPER	WY	82601
127	4565	CEDAR PARK	850 N BELL BLVD STE 104	CEDAR PARK	TX	78613
128	5204	CHAFFEE	12177 ROUTE 16	CHAFFEE	NY	14030
129	1386	CHALMETTE	8700 W JUDGE PEREZ DR	CHALMETTE	LA	70043
130	1788	CHAMBERSBURG	184 SOUTHGATE MALL	CHAMBERSBURG	PA	17201
131	5161	CHARDON	540 WATER ST.	CHARDON	OH	44024
132	1877	CHARLESTON	118 HILLS PLZ	CHARLESTON	WV	25387
133	378	CHARLESTON	7200 MCCORKLE AVE SE	CHARLESTON	WV	25304
134	117	CHARLESTON	1401 SAM RITTENBERG BLVD. STE 15	CHARLESTON	SC	29407
135	347	CHATTANOOGA	3901 HIXSON PIKE STE 157	CHATTANOOGA	TN	37415
136	810	CHESAPEAKE	1971 S MILITARY HWY	CHESAPEAKE	VA	23320
137	5335	CHESAPEAKE	4300 PORTSMOUTH BLVD	CHESAPEAKE	VA	23321
138	5293	CHESTER	2660 WEIR PLACE	CHESTER	VA	23831
139	5259	CHESTER	24 KENT TOWNE MARKET	CHESTER	MD	21619
140	4663	CHESTERFIELD	50630 GRATIOT AVE	CHESTERFIELD	MI	48051
141	1718	CHILlicothe	985 N BRIDGE ST	CHILlicothe	OH	45601
142	5109	CHRISTIANSBURG	130 CONSTON AVE	CHRISTIANSBURG	VA	24073
143	5340	CINCINNATI	3640 WERK RD.	CINCINNATI	OH	45248
144	424	CIRCLEVILLE	201 LANCASTER PIKE	CIRCLEVILLE	OH	43113
145	310	CLARKSVILLE	1041 S RIVERSIDE DR	CLARKSVILLE	TN	37040
146	1310	CLARKSVILLE	706 E LEWIS & CLARK PKWY	CLARKSVILLE	IN	47129
147	1725	CLEARFIELD	130 PLAZA DR	CLEARFIELD	PA	16830
148	4220	CLEARWATER	1243 S MISSOURI AVE	CLEARWATER	FL	33756
149	1286	CLEBURNE	1615 W HENDERSON ST STE C	CLEBURNE	TX	76033
150	1372	CLEMMONS	100 WESTWOOD VILLAGE DR	CLEMMONS	NC	27012
151	494	CLEONA	467 W PENN AVE	CLEONA	PA	17042
152	1055	CLEVELAND	12588 ROCKSIDE RD	CLEVELAND	OH	44125
153	405	CLEVELAND	840 25TH ST NW	CLEVELAND	TN	37311
154	1496	CLEVELAND	6282 PEARL RD	CLEVELAND	OH	44130
155	5458	CLEVELAND	14901 LORAIN AVE	CLEVELAND	OH	44111
156	1950	CLIFTON	1006 ROUTE 46	CLIFTON	NJ	07013
157	5120	CLIFTON PARK	54 CROSSING BLVD	CLIFTON PARK	NY	12065
158	229	CLINTON	105 LONGMIRE RD	CLINTON	TN	37716
159	1965	CLINTON	200 CLINTON BLVD	CLINTON	MS	39056
160	5107	CLINTON TOWNSHIP	35603 S GRATIOT AVE	CLINTON TOWNSHIP	MI	48035
161	1983	CLOVIS	820 E 21ST ST	CLOVIS	NM	88101
162	4682	CLOVIS	1155 SHAW AVE	CLOVIS	CA	93612
163	1827	COCOA	801 DIXON BLVD STE 1131	COCOA	FL	32922
164	4474	COEUR D ALENE	101 E BEST AVE	COEUR D ALENE	ID	83814
165	4743	COLLINS	2221 MAIN ST	COLLINS	NY	14034
166	292	COLUMBIA	1301 S JAMES CAMPBELL BLVD	COLUMBIA	TN	38401
167	1178	COLUMBIA	9221 TWO NOTCH RD STE 30	COLUMBIA	SC	29223
168	5123	COLUMBIA	6169 ST. ANDREWS RD.	COLUMBIA	SC	29212
169	1012	COLUMBIA	6880 GARNERS FERRY RD	COLUMBIA	SC	29209
170	5243	COLUMBUS	4260 WEST BROAD ST	COLUMBUS	OH	43228
171	5430	COLUMBUS	3075 E 25TH ST	COLUMBUS	IN	47203
172	1	COLUMBUS	2837 WINCHESTER PIKE	COLUMBUS	OH	43232
173	1461	COLUMBUS	5300 SIDNEY SIMONS BLVD STE 32	COLUMBUS	GA	31904
174	410	COLUMBUS	4645 MORSE CENTRE RD	COLUMBUS	OH	43229
175	5447	COLUMBUS	4870 MORSE RD	COLUMBUS	OH	43230
176	1521	CONCORD	280 CONCORD PKWY N	CONCORD	NC	28027
177	4552	CONROE	1404 N LOOP 336 W	CONROE	TX	77304
178	4641	CONVERSE	8318 FM 78	CONVERSE	TX	78109
179	1781	CONWAY	1641 CHURCH ST	CONWAY	SC	29526
180	1257	CONWAY	150 E OAK ST	CONWAY	AR	72032
181	1989	CONYERS	1820 HWY 20 SE STE 128	CONYERS	GA	30013
182	282	COOKEVILLE	633 S JEFFERSON AVE	COOKEVILLE	TN	38501
183	1753	COPIAGUE	1255 SUNRISE HWY	COPIAGUE	NY	11726
184	5113	CORAL SPRINGS	725 N. UNIVERSITY DR.	CORAL SPRINGS	FL	33071
185	198	CORBIN	14659 N US HWY 25 E STE 41	CORBIN	KY	40701
186	1382	CORNELIA	323 HABERSHAM VILLAGE CIR	CORNELIA	GA	30531
187	1879	CORPUS CHRISTI	4938 S STAPLES ST	CORPUS CHRISTI	TX	78411
188	1085	CORSICANA	1955 W 7TH AVE	CORSICANA	TX	75110
189	1794	CORTLAND	3662 STATE ROUTE 281 STE 1	CORTLAND	NY	13045
190	469	COSHOCOTON	300 DOWNTOWNER PLAZA	COSHOCOTON	OH	43812
191	4090	COVINA	20808 E ARROW HWY	COVINA	CA	91724
192	1093	COVINGTON	3111 HIGHWAY 278 NW	COVINGTON	GA	30014
193	1836	COVINGTON	1200 BUSINESS 190 STE 2	COVINGTON	LA	70433
194	265	COVINGTON	3905 WINSTON AVE	COVINGTON	KY	41015
195	571	CRESTVIEW	2507 S FERDON BLVD	CRESTVIEW	FL	32536
196	491	CROSSVILLE	106 CUMBERLAND SQ	CROSSVILLE	TN	38555
197	516	CRYSTAL RIVER	146 SE US HIGHWAY 19	CRYSTAL RIVER	FL	34429
198	375	CULLMAN	1619 TOWN SQ SW	CULLMAN	AL	35055
199	5234	CULPEPER	751 DOMINION SQUARE SHOPPING CENTER	CULPEPER	VA	22701

Exhibit

Store List

200	461	CUMBERLAND	1629 Old Town Rd	CUMBERLAND	MD	21502
201	1011	CUMMING	580 ATLANTA RD STE 210	CUMMING	GA	30040
202	5127	CUYAHOGA FALLS	405 HOWE AVE.	CUYAHOGA FALLS	OH	44221
203	546	DADE CITY	12820 US HIGHWAY 301	DADE CITY	FL	33525
204	1190	DALLAS	260 MERCHANTS SQUARE	DALLAS	GA	30132
205	4652	DALLAS	2128 FORT WORTH AVE	DALLAS	TX	75211
206	809	DALTON	1335 W WALNUT AVE	DALTON	GA	30720
207	5205	DANSVILLE	10 VILLAGE PLAZA	DANSVILLE	NY	14437
208	407	DANVILLE	20 N GILBERT ST	DANVILLE	IL	61832
209	1298	DANVILLE	1714 PERRYVILLE RD STE 400	DANVILLE	KY	40422
210	5404	DANVILLE	142 EXECUTIVE DR	DANVILLE	VA	24541
211	1222	DAYTON	164 WOODMAN DR	DAYTON	OH	45431
212	5134	DEARBORN	5600 MERCURY DR	DEARBORN	MI	48126
213	1401	DECATUR	1820 6TH AVE SE	DECATUR	AL	35601
214	5387	DELAND	131 E INTERNATIONAL SPEEDWAY BLVD	DELAND	FL	32724
215	5437	DELWARE	159 S SANDUSKY ST	DELWARE	OH	43015
216	391	DEPEW	5165 BROADWAY	DEPEW	NY	14043
217	1783	DERBY	600 NEW HAVEN AVE	DERBY	CT	06418
218	1446	DERRY	55 CRYSTAL AVE	DERRY	NH	03038
219	1245	DESOTO	719 N HAMPTON RD STE 217	DESOTO	TX	75115
220	1873	DIBERVILLE	10541 DIBERVILLE BLVD STE B	DIBERVILLE	MS	39540
221	1078	DICKSON	220 DICKSON PLAZA DR	DICKSON	TN	37055
222	5239	DOOTHAN	2821 MONTGOMERY HIGHWAY	DOOTHAN	AL	36303
223	5168	DOUGLASVILLE	2842 CHAPEL HILL RD	DOUGLASVILLE	GA	30135
224	5333	DOVER	515 DUPONT HWY	DOVER	DE	19901
225	5223	DOVER	550 MOUNT PLEASANT AVE	DOVER	NJ	07801
226	1761	DU BOIS	5522 SHAFFER RD UNIT 7	DU BOIS	PA	15801
227	1798	DUBLIN	1941 VETERANS BLVD	DUBLIN	GA	31021
228	1666	DUBLIN	6569 SAWMILL RD	DUBLIN	OH	43017
229	1595	DUNDALK	1400 MERRITT BLVD	DUNDALK	MD	21222
230	1404	DUNKIRK	1170 CENTRAL AVE	DUNKIRK	NY	14048
231	1166	DUNMORE	1010 ONEILL HWY	DUNMORE	PA	18512
232	1726	DUNN	1140 W BROAD ST	DUNN	NC	28334
233	1807	DURANT	2418 W MAIN ST	DURANT	OK	74701
234	1747	DURHAM	4723 NC HWY 55	DURHAM	NC	27713
235	5178	DYERSBURG	2450 LAKE RD STE E	DYERSBURG	TN	38024
236	5312	EASLEY	1023A S PENDLETON ST	EASLEY	SC	29642
237	1603	EAST HARTFORD	940 SILVER LN STE 3	EAST HARTFORD	CT	06118
238	1707	EAST LIVERPOOL	15977 STATE ROUTE 170	EAST LIVERPOOL	OH	43920
239	1534	EAST PEORIA	2500 E WASHINGTON ST	EAST PEORIA	IL	61611
240	1123	EAST ROCHESTER	825 FAIRPORT RD	EAST ROCHESTER	NY	14445
241	1529	EAST STROUDSBURG	156 EAGLES GLEN PLZ STE 190	EAST STROUDSBURG	PA	18301
242	5439	EASTON	210 MARLBORO AVE, STE 55	EASTON	MD	21601
243	387	EASTPOINTE	16100 E 10 MILE RD	EASTPOINTE	MI	48021
244	1979	EBENSBURG	881 HILLS PLZ STE 500	EBENSBURG	PA	15931
245	1203	EDGEWOOD	1815 PULASKI HWY	EDGEWOOD	MD	21040
246	4610	EDINBURG	313 EAST TRENTON RD.	EDINBURG	TX	78539
247	5252	EDMOND	1600 S. BROADWAY	EDMOND	OK	73013
248	1926	EL PASO	1590 GEORGE DIETER DR	EL PASO	TX	79936
249	4702	EL PASO	6375 MONTANA AVE SUITE 101	EL PASO	TX	79925
250	4245	EL PASO	7025 N MESA ST	EL PASO	TX	79912
251	4661	EL PASO	10771 GATEWAY SOUTH BLVD STE G	EL PASO	TX	79934
252	1891	ELIZABETH CITY	685 S HUGHES BLVD	ELIZABETH CITY	NC	27909
253	5345	ELIZABEHTON	791 WEST ELK AVE	ELIZABEHTON	TN	37643
254	135	ELIZABEHTOWN	200 Sycamore St STE 151	ELIZABEHTOWN	KY	42701
255	224	ELKIN	1504 N BRIDGE ST	ELKIN	NC	28621
256	458	ELKINS	710 BEVERLY PIKE	ELKINS	WV	26241
257	1958	ELKTON	801 E PULASKI HWY STE 141	ELKTON	MD	21921
258	1631	ELMIRA	801 LAKE ST	ELMIRA	NY	14901
259	5358	ELYRIA	2685 HILLTOP DR	REDDING	CA	44035
260	1853	ENGLEWOOD	1855 ENGLEWOOD RD	ENGLEWOOD	FL	34223
261	5282	EPHRATA	389 N. READING RD.	EPHRATA	PA	17522
262	5121	ERIE	2215 W 12TH ST	ERIE	PA	16505
263	1854	ESSEX JUNCTION	70 PEARL ST	ESSEX JUNCTION	VT	05452
264	515	EUSTIS	405 PLAZA DR	EUSTIS	FL	32726
265	5299	EVANS	526 N. BELAIR RD	EVANS	GA	30809
266	1760	EVANSVILLE	720 S GREEN RIVER RD	EVANSVILLE	IN	47715
267	5188	EYNON	866 SCRANTON CARBONDALE HWY	EYNON	PA	18403
268	5268	FAIRFIELD	4613 DIXIE HWY	FAIRFIELD	OH	45014
269	4675	FAIRHAVEN	7 PLAZA WAY	FAIRHAVEN	MA	02719
270	1776	FAIRHOPE	150 EASTERN SHORE SHOPPING CTR	FAIRHOPE	AL	36532
271	1849	FAIRLESS HILLS	500 LINCOLN HWY STE 4	FAIRLESS HILLS	PA	19030
272	62	FAIRMONT	1228 COUNTRY CLUB RD	FAIRMONT	WV	26554
273	4144	FARMERS BRANCH	2865 VALLEY VIEW LN	FARMERS BRANCH	TX	75234
274	4458	FARMINGTON	909 FARMINGTON AVE	FARMINGTON	NM	87401
275	4626	FARMINGTON	634 WILTON RD (US 2)	FARMINGTON	ME	04938
276	4737	FARMINGTON HILLS	30120 GRAND RIVER AVE	FARMINGTON HILLS	MI	48336
277	5310	FAYETTEVILLE	3915 RAMSEY STREET	FAYETTEVILLE	NC	28311
278	206	FAYETTEVILLE	3910 RAEFORD RD	FAYETTEVILLE	NC	28304
279	5151	FENTON	691 GRAVOIS BLUFFS BOULEVARD	FENTON	MO	63026
280	1187	FINDLAY	1925 TIFFIN AVE	FINDLAY	OH	45840
281	1238	FITCHBURG	353 JOHN FITCH HWY	FITCHBURG	MA	01420
282	1601	FLINT	5112 MILLER RD	FLINT	MI	48507
283	5288	FLORENCE	2528 DAVID H MCLEOD BLVD	FLORENCE	SC	29501
284	296	FLORENCE	6829 BURLINGTON PIKE	FLORENCE	KY	41042
285	5413	FLORENCE	340 SEVILLE ST	FLORENCE	AL	35630
286	5322	FOLEY	3161 SOUTH MCKENZIE ST	FOLEY	AL	36535
287	553	FORT LAUDERDALE	1003 W STATE RD 84	FORT LAUDERDALE	FL	33315
288	541	FORT MYERS	4901 PALM BEACH BLVD STE 230	FORT MYERS	FL	33905
289	1545	FORT MYERS	4429 CLEVELAND AVE	FORT MYERS	FL	33901
290	5417	FORT OGLETHORPE	558 BATTLEFIELD PKWY	FORT OGLETHORPE	GA	30742
291	1293	FORT PAYNE	110 DEKALB PLAZA BLVD SW	FORT PAYNE	AL	35967
292	568	FORT PIERCE	2311 S US HWY 1	FORT PIERCE	FL	34982
293	1546	FORT SMITH	4900 ROGERS AVE	FORT SMITH	AR	72903
294	1384	FORT WALTON BEACH	111 RACETRACK RD NW	FORT WALTON BEACH	FL	32547
295	1226	FORT WAYNE	6128 STELLHORN RD	FORT WAYNE	IN	46815
296	4134	FORT WORTH	6300 Rufe Snow Dr	FORT WORTH	TX	76148
297	1998	FORT WORTH	6425 MCCART AVE	FORT WORTH	TX	76133
298	1640	FRACKVILLE	940 MALL RD	FRACKVILLE	PA	17931
299	5405	FRANKFORT	1300 US HIGHWAY 127	FRANKFORT	KY	40601

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300	1365	FRANKLIN	273 FRANKLIN PLAZA DR	FRANKLIN	NC	28734
301	396	FRANKLIN	697 ALLEGHENY BLVD	FRANKLIN	PA	16323
302	5138	FRANKLIN	275 E CENTRAL ST	FRANKLIN	MA	02038
303	5284	FRANKLIN	1538 NORTH MORTON ST	FRANKLIN	IN	46131
304	4613	FRANKLIN PARK	10205 GRAND AVE	FRANKLIN PARK	IL	60131
305	5395	FREDERICK	1308 W PATRICK ST	FREDERICK	MD	21703
306	5438	FREDERICKSBURG	10611 COURTHOUSE RD	FREDERICKSBURG	VA	22407
307	5338	FREMONT	1800 E STATE ST	FREMONT	OH	43420
308	5416	FRONT ROYAL	260 REMOUNT RD	FRONT ROYAL	VA	22630
309	5474	FROSTBURG	10701 NEW GEORGES CREEK RD SW	FROSTBURG	MD	21532
310	5235	FUQUAY VARINA	630 LAKESTONE COMMONS AVE	FUQUAY VARINA	NC	27526
311	1262	GAFFNEY	1329 W FLOYD BAKER BLVD	GAFFNEY	SC	29341
312	1860	GAINESVILLE	1104 E HIGHWAY 82	GAINESVILLE	TX	76240
313	5289	GAINESVILLE	2323 NW 13TH ST	GAINESVILLE	FL	32609
314	242	GAINESVILLE	1500 BROWNS BRIDGE RD STE 102	GAINESVILLE	GA	30501
315	5419	GALAX	1077 E STUART DR, SUITE 100	GALAX	VA	24333
316	804	GALESBURG	1280 N HENDERSON ST	GALESBURG	IL	61401
317	5255	GALLATIN	744 NASHVILLE PIKE	GALLATIN	TN	37066
318	1505	GALLIPOLIS	400 SILVER BRIDGE PLZ	GALLIPOLIS	OH	45631
319	4471	GALLUP	900 US HIGHWAY 491	GALLUP	NM	87301
320	1802	GARDNER	344 TIMPANY BLVD	GARDNER	MA	01440
321	1536	GASTONIA	2587 W FRANKLIN BLVD	GASTONIA	NC	28052
322	1871	GAYLORD	1401 W MAIN ST	GAYLORD	MI	49735
323	1999	GEORGETOWN	1651 PARIS PIKE	GEORGETOWN	KY	40324
324	1125	GLASGOW	942 HAPPY VALLEY RD	GLASGOW	KY	42141
325	1608	GLEN BURNIE	344 HOSPITAL DR	GLEN BURNIE	MD	21061
326	1911	GLENDALE	6660 W CACTUS RD STE A110	GLENDALE	AZ	85304
327	5187	GOULCESTER	6571 MARKET DR.	GOULCESTER	VA	23061
328	1513	GOFFSTOWN	533 MAST RD	GOFFSTOWN	NH	03045
329	5149	GOLDSBORO	1101 N BERKELEY BLVD STE C	GOLDSBORO	NC	27534
330	1701	GONZALES	120 N AIRLINE HWY	GONZALES	LA	70737
331	1975	GOOSE CREEK	431 SAINT JAMES AVE UNIT G	GOOSE CREEK	SC	29445
332	1777	GRANBURY	1820 ACTON HWY	GRANBURY	TX	76049
333	1477	GRAND RAPIDS	3464 PLAINFIELD AVE NE	GRAND RAPIDS	MI	49525
334	409	GRAND RAPIDS	5450 DIVISION AVE S	GRAND RAPIDS	MI	49548
335	5262	GRANVILLE	70 QUAKER ST.	GRANVILLE	NY	12832
336	5118	GREEN BAY	1507 WEST MASON STREET	GREEN BAY	WI	54303
337	578	GREENACRES	4515 LAKE WORTH RD	GREENACRES	FL	33463
338	1235	GREENEVILLE	1475 E ANDREW JOHNSON HWY	GREENEVILLE	TN	37745
339	251	GREENFIELD	1612 N STATE ST	GREENFIELD	IN	46140
340	1806	GREENSBORO	3718 BATTLEGROUND AVE	GREENSBORO	NC	27410
341	1288	GREENSBURG	6041 STATE ROUTE 30 STE 20	GREENSBURG	PA	15601
342	1858	GREENVILLE	609 GREENVILLE BLVD SE	GREENVILLE	NC	27858
343	335	GREENVILLE	2111 N PLEASANTBURG DR	GREENVILLE	SC	29609
344	1221	GREENVILLE	6408 WESLEY ST	GREENVILLE	TX	75402
345	1808	GREENVILLE	2131 WOODRUFF RD	GREENVILLE	SC	29607
346	4714	GREENWICH	1251 STATE ROUTE 29	GREENWICH	NY	12834
347	1096	GREENWOOD	339 BYPASS 72 NW	GREENWOOD	SC	29649
348	1021	GREENWOOD	701 W PARK AVE	GREENWOOD	MS	38930
349	5407	GREER	14154 E WADE HAMPTON BLVD	GREER	SC	29651
350	1617	GRIFFIN	1659 N EXPRESSWAY	GRIFFIN	GA	30223
351	451	GROVE CITY	3961 HOOVER RD	GROVE CITY	OH	43123
352	840	GULFPORT	19 HARDY COURT CTR	GULFPORT	MS	39507
353	1081	GUNTERSVILLE	14228 US HIGHWAY 431	GUNTERSVILLE	AL	35976
354	5218	HAGERSTOWN	1501 WESEL BLVD	HAGERSTOWN	MD	21740
355	5265	HAINES CITY	35884 HWY 27	HAINES CITY	FL	33844
356	1839	HAMBURG	5999 S PARK AVE	HAMBURG	NY	14075
357	5301	HAMILTON	102 UTICA STREET	HAMILTON	NY	13346
358	5334	HAMILTON	600 RT 33	HAMILTON	NJ	08619
359	5411	HAMPTON	2318 W MERCURY BLVD	HAMPTON	VA	23666
360	1392	HANOVER	1150 CARLISLE ST	HANOVER	PA	17331
361	1073	HARLAN	116 VILLAGE CENTER RD	HARLAN	KY	40831
362	4562	HARLINGEN	2014 S. EXPRESSWAY 83	HARLINGEN	TX	78552
363	1996	HARRISBURG	3850 UNION DEPOSIT RD	HARRISBURG	PA	17109
364	5361	HARRISON	10560 HARRISON AVE	HARRISON	OH	45030
365	1381	HARRISON	617 HWY 62 65 N	HARRISON	AR	72601
366	1241	HARRISONBURG	131 S CARLTON ST	HARRISONBURG	VA	22801
367	5226	HARTSVILLE	139 WESTFIELDS STREET	HARTSVILLE	SC	29550
368	368	HARTVILLE	840 W MAPLE ST	HARTVILLE	OH	44632
369	1094	HAZARD	294 VILLAGE LN	HAZARD	KY	41701
370	5399	HEATH	851 S 30TH ST	HEATH	OH	43056
371	1882	HENDERSONVILLE	204-A THOMPSON ST	HENDERSONVILLE	NC	28792
372	1780	HENRICO	8028 W BROAD ST	HENRICO	VA	23294
373	4470	HERMISTON	930 S HIGHWAY 395 STE A	HERMISTON	OR	97838
374	1845	HERMITAGE	4109 LEBANON PIKE	HERMITAGE	TN	37076
375	5400	HERMITAGE	2235 E STATE ST	HERMITAGE	PA	16148
376	604	HICKORY	526c US HIGHWAY 70 SW	HICKORY	NC	28602
377	5236	HICKSVILLE	275 S. BROADWAY	HICKSVILLE	NY	11801
378	1727	HIGH POINT	2531 EASTCHESTER DR	HIGH POINT	NC	27265
379	5379	HIGH POINT	1677 WESTCHESTER DR	HIGH POINT	NC	27262
380	5092	HILLIARD	5419 ROBERTS RD	HILLIARD	OH	43026
381	1757	HINESVILLE	521 W OGLETHORPE HWY	HINESVILLE	GA	31313
382	4477	HOBBS	903 E BENDER BLVD	HOBBS	NM	88240
383	5217	HOLBROOK	5755 SUNRISE HWY	HOLBROOK	NY	11741
384	1746	HOLLAND	1588 SPRING MEADOWS DR	HOLLAND	OH	43528
385	376	HOMEWOOD	142 GREEN SPRINGS HWY	HOMEWOOD	AL	35209
386	5374	HOOVER	1773 MONTGOMERY HWY	HOOVER	AL	35244
387	1143	HOT SPRINGS NATIONAL PARK	207 AIRPORT RD	HOT SPRINGS NATIONAL PARK	AR	71913
388	4420	HOUMA	104 ARMOUR DR	HOUMA	LA	70364
389	1964	HOUSTON	5807 E SAM HOUSTON PKWY N STE A	HOUSTON	TX	77049
390	4237	HOUSTON	919 N SHEPHERD DR	HOUSTON	TX	77008
391	1986	HOUSTON	9795 WESTHEIMER RD	HOUSTON	TX	77042
392	5314	HUBER HEIGHTS	5555 EXECUTIVE BLVD	HUBER HEIGHTS	OH	45424
393	4772	HUMBLE	9669 FM 1960 BYPASS RD W #500	HUMBLE	TX	77338
394	5425	HUMMELSTOWN	1170 MAE ST	HUMMELSTOWN	PA	17036
395	1721	HUNTINGTON	2080 N JEFFERSON ST	HUNTINGTON	IN	46750
396	1850	HUNTSVILLE	3240 MEMORIAL PKWY NW	HUNTSVILLE	AL	35810
397	849	HURRICANE	34 Putnam Village Dr. Hurrican, WV	SCOTT DEPOT	WV	25526
398	1939	IDAHIO FALLS	1530 E 17TH ST	IDAHIO FALLS	ID	83404
399	1426	INDIANA	2444 PHILADELPHIA ST	INDIANA	PA	15701

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400	5382	INDIANAPOLIS	1650 E COUNTY LINE RD	INDIANAPOLIS	IN	46227
401	5214	INDIANAPOLIS	10235 EAST WASHINGTON ST.	INDIANAPOLIS	IN	46229
402	91	INDIANAPOLIS	5520 MADISON AVE	INDIANAPOLIS	IN	46227
403	512	INVERNESS	445 E HIGHLAND BLVD	INVERNESS	FL	34452
404	4196	IRVING	950 W AIRPORT FWY	IRVING	TX	75062
405	5173	JACKSBORO	2500 JACKSBORO PIKE STE 1	JACKSBORO	TN	37757
406	245	JACKSON	1050 W ARGYLE ST	JACKSON	MI	49202
407	1061	JACKSON	570 E MAIN ST	JACKSON	OH	45640
408	1620	JACKSON	103 OLD HICKORY BLVD	JACKSON	TN	38305
409	5247	JACKSONVILLE	1110 WESTERN BLVD	JACKSONVILLE	NC	28546
410	1366	JACKSONVILLE	9119 MERRILL RD STE 50	JACKSONVILLE	FL	32225
411	517	JACKSONVILLE	9718 OLD SAINT AUGUSTINE RD	JACKSONVILLE	FL	32257
412	5143	JACKSONVILLE	9625 CROSSHILL BLVD STE 119	JACKSONVILLE	FL	32222
413	1018	JAMESTOWN	21 S MAIN ST	JAMESTOWN	NY	14701
414	1494	JASPER	1100 HWY 78 W	JASPER	AL	35501
415	254	JASPER	195 S US HWY 231	JASPER	IN	47546
416	221	JEFFERSON CITY	264 E BROADWAY BLVD	JEFFERSON CITY	TN	37760
417	5403	JENSEN BEACH	3550 NW FEDERAL HIGHWAY	JENSEN BEACH	FL	34957
418	204	JOHNSON CITY	3110 E OAKLAND AVE	JOHNSON CITY	TN	37601
419	467	JOHNSTOWN	1425 SCALP AVE STE 130	JOHNSTOWN	PA	15904
420	1261	JONESBORO	1907 WOODSPRINGS RD	JONESBORO	AR	72401
421	5433	JOPLIN	630 S RANGELINE RD	JOPLIN	MO	64801
422	5101	KANNAPOLIS	950 S CANNON BLVD STE A	KANNAPOLIS	NC	28083
423	4526	KELLER	1580 KELLER PKWY STE 50B	KELLER	TX	76248
424	1497	KENNESAW	4200 WADE GREEN RD NW STE 144	KENNESAW	GA	30144
425	4469	KENNEWICK	3019 W KENNEWICK AVE	KENNEWICK	WA	99336
426	1864	KERRVILLE	1305 SIDNEY BAKER ST STE J	KERRVILLE	TX	78028
427	5412	KETTERING	2050 E DOROTHY LN	KETTERING	OH	45420
428	4097	KILLEEN	800 S FORT HOOD ST	KILLEEN	TX	76541
429	4524	KINGMAN	3320 N STOCKTON HILLS RD STE D1	KINGMAN	AZ	86409
430	225	KINGSPORT	1913 SHERWOOD RD	KINGSPORT	TN	37664
431	4757	KINGSTON	1375 ULSTER AVE	KINGSTON	NY	12401
432	1703	KINSTON	2407 N HERRITAGE ST STE E	KINSTON	NC	28501
433	5156	KISSIMMEE	2311 West Vine St.	KISSIMMEE	FL	34741
434	1740	KITTANNING	30 FRANKLIN VILLAGE MALL	KITTANNING	PA	16201
435	4512	KLAMATH FALLS	3834 S 6TH	KLAMATH FALLS	OR	97603
436	5162	KNIGHTDALE	7132 KNIGHTDALE BLVD.	KNIGHTDALE	NC	27545
437	462	KNOXVILLE	4825 N BROADWAY ST	KNOXVILLE	TN	37918
438	5315	KNOXVILLE	4580B CHAPMAN HWY	KNOXVILLE	TN	37920
439	1244	KNOXVILLE	101 N SEVEN OAKS DR	KNOXVILLE	TN	37922
440	4049	LA CANADA FLINTRIDGE	2243 FOOTHILL BLVD	LA CANADA FLINTRIDGE	CA	91011
441	1831	LA PLACE	240 W AIRLINE HWY	LA PLACE	LA	70068
442	132	LAFAYETTE	2050 S 22ND ST	LAFAYETTE	IN	47905
443	64	LAGRANGE	127 COMMERCE AVE	LAGRANGE	GA	30241
444	5470	LAKE CHARLES	3250 GERSTNER MEMORIAL DR	LAKE CHARLES	LA	70601
445	5152	LAKE CITY	2311 WEST US HWY 90	LAKE CITY	FL	32055
446	1155	LAKE JACKSON	125 HWY 332 W STE BB	LAKE JACKSON	TX	77566
447	4755	LAKE WORTH	6708 LAKE WORTH BLVD	LAKE WORTH	TX	76135
448	5190	LAKELAND	4233 S FLORIDA AVE	LAKELAND	FL	33813
449	5196	LAKELAND	4212 US HIGHWAY 98 N	LAKELAND	FL	33809
450	4341	LAKEWOOD	7777 W JEWELL AVE	LAKEWOOD	CO	80232
451	5448	LANCASTER	1700 E MAIN ST	LANCASTER	OH	43130
452	1588	LANCASTER	1206 HIGHWAY 9 BYPASS W	LANCASTER	SC	29720
453	1393	LANCASTER	1262 MILLERSVILLE PIKE	LANCASTER	PA	17603
454	1649	LAND O LAKES	2414 LAND O LAKES BLVD	LAND O LAKES	FL	34639
455	1848	LANSDALE	648 E MAIN ST	LANSDALE	PA	19446
456	490	LAPEER	1875 W GENESEE ST	LAPEER	MI	48446
457	1604	LAREDO	2310 E SAUNDERS ST	LAREDO	TX	78041
458	4603	LAREDO	7807 SAN DARIO AVE	LAREDO	TX	78045
459	5424	LARGO	11912 SEMINOLE BLVD, UNIT A	LARGO	FL	33778
460	4178	LAS CRUCES	2350 E LOHMAN AVE	LAS CRUCES	NM	88001
461	4639	LAS VEGAS	7781 W TROPICAL PKWY	LAS VEGAS	NV	89149
462	416	LATROBE	300 Unity Plaza	LATROBE	PA	15650
463	1524	LAUREL	1910 HWY 15 N	LAUREL	MS	39440
464	1385	LAURINBURG	1664 S MAIN ST STE B	LAURINBURG	NC	28352
465	1205	LAWRENCEBURG	2000 N LOCUST AVE	LAWRENCEBURG	TN	38464
466	1124	LAWTON	3801 NW CACHE RD STE 14	LAWTON	OK	73505
467	1813	LEBANON	1031 W MAIN ST	LEBANON	TN	37087
468	5443	LEBANON	1707 SOUTHDALE AVE	LEBANON	MO	65536
469	820	LEBANON	726 E MAIN ST	LEBANON	OH	45036
470	200	LEECHBURG	500 HYDE PARK RD	LEECHBURG	PA	15656
471	548	LEESBURG	923 N 14TH ST	LEESBURG	FL	34748
472	1173	LEHIGHTON	1241 BLAKESLEE BOULEVARD DR E	LEHIGHTON	PA	18235
473	5371	LENOIR	845 BLOWING ROCK BLVD	LENOIR	NC	28645
474	1383	LENOIR CITY	455 HWY 321 N	LENOIR CITY	TN	37771
475	1376	LEWISBURG	7405 WESTBRANCH HWY	LEWISBURG	PA	17837
476	4633	LEWISTON	1810 19TH AVENUE	LEWISTON	ID	83501
477	1487	LEWISVILLE	1374 W MAIN ST	LEWISVILLE	TX	75067
478	1005	LEXINGTON	838 WINSTON RD	LEXINGTON	NC	27295
479	1511	LEXINGTON	820 LANE ALLEN RD	LEXINGTON	KY	40504
480	5422	LEXINGTON	421 COLUMBIA AVE	LEXINGTON	SC	29072
481	5099	LIMA	2100 HARDING HIGHWAY	LIMA	OH	45804
482	5328	LINCOLNTON	403 N GENERALS BLVD	LINCOLNTON	NC	28092
483	5483	LIVE OAK	1528 OHIO AVE S	LIVE OAK	FL	32064
484	1883	LIVERPOOL	8015 OSWEGO RD	LIVERPOOL	NY	13090
485	831	LOCKPORT	5987 S TRANSIT RD	LOCKPORT	NY	14094
486	1633	LOGANSPORT	2525 E MARKET ST	LOGANSPORT	IN	46947
487	1483	LONDON	845 S MAIN ST	LONDON	KY	40741
488	4662	LONGVIEW	1733 WEST LOOP 281	LONGVIEW	TX	75604
489	4538	LONGVIEW	700 OCEAN BEACH HWY	LONGVIEW	WA	98632
490	83	LORAIN	1211 TOWER BLVD	LORAIN	OH	44053
491	4315	LOS ANGELES	1815 W SLAUSON AVE	LOS ANGELES	CA	90047
492	5355	LOUISVILLE	6650 DIXIE HWY	LOUISVILLE	KY	40258
493	346	LOUISVILLE	5518 NEW CUT RD	LOUISVILLE	KY	40214
494	4709	LOUISVILLE	5252 Bardstown Rd	LOUISVILLE	KY	40291
495	226	LOUISVILLE	4121 SHELBYVILLE RD	LOUISVILLE	KY	40207
496	4647	LUBBOCK	3303 98TH ST	LUBBOCK	TX	79423
497	1915	LUBBOCK	5402 4TH ST UNIT 2	LUBBOCK	TX	79416
498	1959	LUFKIN	809 S TIMBERLAND DR	LUFKIN	TX	75901
499	5396	LUMBERTON	2750C N ROBERTS AVE	LUMBERTON	NC	28358

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500	5283	LUMBERTON	1636 ROUTE 38	LUMBERTON	NJ	08048
501	1177	LUZERNE	560 UNION ST	LUZERNE	PA	18709
502	411	LYNCHBURG	20722 TIMBERLAKE RD STE A	LYNCHBURG	VA	24502
503	1517	LYNN	126 BOSTON ST	LYNN	MA	01904
504	5445	MACON	195 TOM HILL SR BLVD	MACON	GA	31210
505	255	MADISON	1345 CLIFTY DR	MADISON	IN	47250
506	412	MADISON HEIGHTS	115 SEMINOLE PLZ	MADISON HEIGHTS	VA	24572
507	5485	MALONE	228 W MAIN ST, STE 14	MALONE	NY	12953
508	1840	MARIANNA	4700 HIGHWAY 90	MARIANNA	FL	32446
509	5380	MARIETTA	110 S 7TH ST	MARIETTA	OH	45750
510	5122	MARIETTA	2932 CANTON RD STE 210	MARIETTA	GA	30066
511	77	MARION	1615 MARION MOUNT GILEAD RD	MARION	OH	43302
512	5278	MARION	364 US 70 W STE 1	MARION	NC	28752
513	380	MARION	1535 S WESTERN AVE	MARION	IN	46953
514	1862	MARSHALL	109 E END BLVD N	MARSHALL	TX	75670
515	340	MARTINSBURG	110 EAGLE SCHOOL RD	MARTINSBURG	WV	25404
516	463	MARTINSVILLE	2646 GREENSBORO RD	MARTINSVILLE	VA	24112
517	5369	MARYSVILLE	15715 US HIGHWAY 36	MARYSVILLE	OH	43040
518	1260	MASSENA	138 HARTE HAVEN PLZ	MASSENA	NY	13662
519	260	MATTOON	204 CHARLESTON AVE E	MATTOON	IL	61938
520	1217	MATTYDALE	2413 BREWERTON RD	MATTYDALE	NY	13211
521	1752	MAYFIELD	1109 PARIS RD	MAYFIELD	KY	42066
522	829	MAYSVILLE	1162 US HWY 68	MAYSVILLE	KY	41056
523	1462	MCKINNEY	105 S CENTRAL EXPY	MCKINNEY	TX	75070
524	1001	McMINNVILLE	231 NORTHGATE DR	McMINNVILLE	TN	37110
525	801	MEADVILLE	820 WATER ST	MEADVILLE	PA	16335
526	4465	MEDFORD	1070 BIDDLE RD	MEDFORD	OR	97504
527	526	MELBOURNE	1345 S BABCOCK ST	MELBOURNE	FL	32901
528	1895	MEMPHIS	6777 WINCHESTER RD	MEMPHIS	TN	38115
529	1843	MENTOR	8489 MARKET ST	MENTOR	OH	44060
530	1922	MERIDIAN	100 E FAIRVIEW AVE	MERIDIAN	ID	83642
531	5381	MERRILLVILLE	3201 E LINCOLN HWY	MERRILLVILLE	IN	46410
532	1106	MESQUITE	3737 GUS THOMASSON RD	MESQUITE	TX	75150
533	4226	METAIRIE	755 VETERANS MEMORIAL BLVD	METAIRIE	LA	70005
534	4150	METAIRIE	7135 VETERANS MEMORIAL BLVD	METAIRIE	LA	70003
535	1606	METHUEN	40 JACKSON ST	METHUEN	MA	01844
536	4258	MIAMI	11247 SW 40TH ST	MIAMI	FL	33165
537	1118	MIAMISBURG	1220 E CENTRAL AVE	MIAMISBURG	OH	45342
538	5362	MICHIGAN CITY	4110 FRANKLIN ST	MICHIGAN CITY	IN	46360
539	5202	MIDDLE RIVER	9977 PULASKI HWY	MIDDLE RIVER	MD	21220
540	5376	MIDDLESBORO	102 N 12TH ST	MIDDLESBORO	KY	40965
541	5296	MIDDLETON	820 WASHINGTON ST	MIDDLETON	CT	06457
542	5318	MIDDLETON	4633 ROOSEVELT BLVD	MIDDLETON	OH	45044
543	5198	MIDDLETON	830 STATE ROUTE 35	MIDDLETON	NJ	07748
544	1433	MIDLAND	4715 BILLINGSLEY BLVD STE C	MIDLAND	TX	79705
545	1488	MIDWEST CITY	160 N AIR DEPOT BLVD	MIDWEST CITY	OK	73110
546	1400	MILFORD	631 N DUPONT BLVD	MILFORD	DE	19963
547	1435	MILFORD	146 S MAIN ST	MILFORD	MA	01757
548	49	MILFORD	825 MAIN ST	MILFORD	OH	45150
549	1090	MILLEDGEVILLE	2485 N COLUMBIA ST STE 108	MILLEDGEVILLE	GA	31061
550	1589	MILLINGTON	8055 US HWY 51 N	MILLINGTON	TN	38053
551	5326	MILLVILLE	101 BLUEBIRD LN	MILLVILLE	NJ	08332
552	1705	MILTON	6247 HIGHWAY 90	MILTON	FL	32570
553	425	MILWAUKEE	5667 S 27TH ST	MILWAUKEE	WI	53221
554	5378	MISHAWAKA	420 W MCKINLEY AVE	MISHAWAKA	IN	46545
555	1103	MOBILE	5363 HWY 90 W STE C	MOBILE	AL	36619
556	5466	MOCKSVILLE	1063 YADKINVILLE RD	MOCKSVILLE	NC	27028
557	4463	MODESTO	1717 OAKDALE RD	MODESTO	CA	95355
558	4696	MOLINE	4555 16TH ST	MOLINE	IL	61265
559	219	MONCKS CORNER	1013 OLD HIGHWAY 52	MONCKS CORNER	SC	29461
560	5119	MONROE	3129 HWY 74 W	MONROE	NC	28110
561	1491	MONROE	1209 W SPRING ST	MONROE	GA	30655
562	414	MONROE	1575 N TELEGRAPH RD	MONROE	MI	48162
563	5393	MONTGOMERY	5484 ATLANTA HWY	MONTGOMERY	AL	36109
564	1218	MONTGOMERY VILLAGE	19142 MONTGOMERY VILLAGE AVE	MONTGOMERY VILLAGE	MD	20886
565	5311	MOORESVILLE	376 WEST PLAZA DRIVE	MOORESVILLE	NC	28117
566	58	MOREHEAD	370 KROGER CTR	MOREHEAD	KY	40351
567	5224	MOREHEAD CITY	2900 ARENDELL ST STE 19	MOREHEAD CITY	NC	28557
568	5391	MORGANTON	1251 BURKEMONT AVE	MORGANTON	NC	28655
569	211	MORGANTOWN	902 FAIRMONT RD	MORGANTOWN	WV	26501
570	1052	MORRISTOWN	2342 E ANDREW JOHNSON HWY	MORRISTOWN	TN	37814
571	1973	MORRISVILLE	66 MORRISVILLE PLZ STE 5	MORRISVILLE	VT	05661
572	4601	MOSES LAKE	813 N STRATFORD RD.	MOSES LAKE	WA	98837
573	1236	MOUNDSVILLE	1230 LAFAYETTE AVE	MOUNDSVILLE	WV	26041
574	1296	MOUNT AIRY	1328 CARTER ST	MOUNT AIRY	NC	27030
575	4765	MOUNT PLEASANT	2306 S JEFFERSON AVE, UNIT 160	MOUNT PLEASANT	TX	75455
576	5383	MOUNT PLEASANT	100 CROSSROADS PLAZA	MOUNT PLEASANT	PA	15666
577	1495	MOUNT STERLING	1342 INDIAN MOUND DR	MOUNT STERLING	KY	40353
578	4651	MOUNT VERNON	3925 BROADWAY ST	MOUNT VERNON	IL	62864
579	5185	MOUNTAIN HOME	759 HWY 62 E STE 311	MOUNTAIN HOME	AR	72653
580	1514	MUNCY	809 LYCOMING MALL RD	MUNCY	PA	17756
581	5347	MURFREESBORO	1262 NW BROAD ST	MURFREESBORO	TN	37129
582	5209	MURPHY	1450 ANDREWS RD	MURPHY	NC	28906
583	1204	MURRAY	700 N 12TH ST	MURRAY	KY	42071
584	4278	MURRIETA	25260 MADISON AVE	MURRIETA	CA	92562
585	5211	MUSKEGON	1650 E. SHERMAN BLVD	MUSKEGON	MI	49444
586	1060	MUSKOGEE	2300 E SHAWNEE RD	MUSKOGEE	OK	74403
587	1006	MYRTLE BEACH	1370 S KINGS HWY	MYRTLE BEACH	SC	29577
588	1586	NASHUA	12 NORTHWEST BLVD	NASHUA	NH	03063
589	1228	NATRONA HEIGHTS	1726 PACIFIC AVE	NATRONA HEIGHTS	PA	15065
590	137	NEW ALBANY	440 NEW ALBANY PLZ	NEW ALBANY	IN	47150
591	1184	NEW BERN	520 BERNE SQ	NEW BERN	NC	28562
592	1154	NEW BRAUNFELS	139 S INTERSTATE 35	NEW BRAUNFELS	TX	78130
593	157	NEW CASTLE	2611 ELLWOOD RD	NEW CASTLE	PA	16101
594	5114	NEW CASTLE	26 PENN MART CENTER	NEW CASTLE	DE	19720
595	815	NEW PHILADELPHIA	408 BLUEBELL DR NW	NEW PHILADELPHIA	OH	44663
596	522	NEW PORT RICHEY	5241 US HWY 19	NEW PORT RICHEY	FL	34652
597	5272	NEW SMYRNA BEACH	1998 STATE ROAD 44	NEW SMYRNA BEACH	FL	32168
598	5492	NEWBURGH	39 NORTH PLANK RD	NEWBURGH	NY	12550
599	1167	NEWNAN	216 BULLSBORO DR	NEWNAN	GA	30263

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600	823	NEWPORT NEWS	14347 B WARWICK BLVD	NEWPORT NEWS	VA	23602
601	1138	NEWTON	2725 NORTHWEST BLVD	NEWTON	NC	28658
602	1769	NIAGARA FALLS	2429 MILITARY RD	NIAGARA FALLS	NY	14304
603	5390	NILES	5555 YOUNGSTOWN WARREN RD, UNIT 970	NILES	OH	44446
604	209	NILES	1907 S 11TH ST	NILES	MI	49120
605	397	NORFOLK	1851 E LITTLE CREEK RD	NORFOLK	VA	23518
606	1696	NORMAN	2211 W MAIN ST	NORMAN	OK	73069
607	1713	NORRISTOWN	2644 DEKALB PIKE	NORRISTOWN	PA	19401
608	5384	NORTH CHESTERFIELD	10001 HULL STREET RD	NORTH CHESTERFIELD	VA	23236
609	559	NORTH FORT MYERS	13970 N CLEVELAND AVE	NORTH FORT MYERS	FL	33903
610	5144	NORTH HAVEN	380 Universal Dr. North	NORTH HAVEN	CT	06473
611	1389	NORTH MYRTLE BEACH	710 HWY 17 S STE D	NORTH MYRTLE BEACH	SC	29582
612	5348	NORTH PRINCE GEORGE	5260 OAKLAWN BLVD	NORTH PRINCE GEORGE	VA	23860
613	1140	NORTH VERSAILLES	1701 LINCOLN HWY STE 10	NORTH VERSAILLES	PA	15137
614	5240	NORTHPORT	5510 MCFARLAND BLVD	NORTHPORT	AL	35476
615	4623	NORTHRIDGE	8960 TAMPA AVENUE	NORTHRIDGE	CA	91324
616	5184	NORWALK	205 MILAN AVE	NORWALK	OH	44857
617	837	OAK HILL	291 MALL RD	OAK HILL	WV	25901
618	283	OAK RIDGE	250 S ILLINOIS AVE	OAK RIDGE	TN	37830
619	1815	OCALA	8602 SW HIGHWAY 200	OCALA	FL	34481
620	5484	OCALA	6851 SE MARICAMP RD	OCALA	FL	34472
621	535	OCALA	2653 E SILVER SPRINGS BLVD	OCALA	FL	34470
622	1676	OCEAN SPRINGS	2648 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
623	1189	ODESSA	3118 ANDREWS HWY	ODESSA	TX	79762
624	1847	OKLAHOMA CITY	7301 S PENNSYLVANIA AVE STE A	OKLAHOMA CITY	OK	73159
625	1774	OKLAHOMA CITY	3000 NW 63RD ST	OKLAHOMA CITY	OK	73116
626	1851	OLEAN	502 N UNION ST	OLEAN	NY	14760
627	4544	OMAHA	6516 N 73RD PLZ	OMAHA	NE	68122
628	1191	ONEIDA	2132 GLENWOOD SHOPPING PLZ	ONEIDA	NY	13421
629	5263	ONTARIO	1250 STATE ROUTE 104	ONTARIO	NY	14519
630	5220	ONTARIO	929 N LEXINGTON SPRINGMILL RD	ONTARIO	OH	44906
631	1053	ORANGE	2260 MACARTHUR DR	ORANGE	TX	77630
632	528	ORANGE CITY	2412 S VOLUSIA AVE	ORANGE CITY	FL	32763
633	1991	ORANGEBURG	1371 CHESTNUT ST	ORANGEBURG	SC	29115
634	5427	OREGON	3010 NAVARRE AVE	OREGON	OH	43616
635	5091	ORLANDO	2544 E COLONIAL DR	ORLANDO	FL	32803
636	563	ORMOND BEACH	122 S NOVA RD	ORMOND BEACH	FL	32174
637	1074	OSWEGO	140 STATE ROUTE 104 STE J	OSWEGO	NY	13126
638	1682	OWASSO	8787 N OWASSO EXPY STE F	OWASSO	OK	74055
639	5388	OWENSBORO	4610 FREDERICA ST	OWENSBORO	KY	42301
640	1089	PADUCAH	3200 IRVIN COBB RD	PADUCAH	KY	42003
641	5294	PAINTED POST	98 VICTORY HWY	PAINTED POST	NY	14870
642	5248	PALATINE BRIDGE	38 DUTCH TOWN PLZ	PALATINE BRIDGE	NY	13428
643	1766	PALATKA	109 S STATE ROAD 19	PALATKA	FL	32177
644	5215	PANAMA CITY	535 W 23RD ST	PANAMA CITY	FL	32405
645	5479	PARAGOULD	2511 W KINGS HWY	PARAGOULD	AR	72450
646	1063	PARK HILLS	107 SAINT FRANCOIS PLZ	PARK HILLS	MO	63601
647	5103	PARKVILLE	2525 CLEANLEIGH DR	PARKVILLE	MD	21234
648	5094	PARMA	7512 BROADVIEW RD	PARMA	OH	44134
649	4139	PASADENA	6804 SPENCER HWY	PASADENA	TX	77505
650	1656	PASCAGOULA	4201 DENNY AVE	PASCAGOULA	MS	39581
651	1213	PEARL	5778 HWY 80 E	PEARL	MS	39208
652	1057	PELHAM	3550 PELHAM PKWY	PELHAM	AL	35124
653	4262	PEMBROKE PINES	7930 PINES BLVD	PEMBROKE PINES	FL	33024
654	5153	PENSACOLA	6235 N DAVIS HWY STE 119	PENSACOLA	FL	32504
655	5344	PENSACOLA	400 N NAVY BLVD STE 11-14	PENSACOLA	FL	32507
656	1784	PEORIA	8901 N KNOXVILLE AVE	PEORIA	IL	61615
657	446	PERU	1421 38TH ST	PERU	IL	61354
658	1388	PHILADELPHIA	15501 BUSTLETON AVE	PHILADELPHIA	PA	19116
659	4124	PHOENIX	3543 W THUNDERBIRD RD	PHOENIX	AZ	85053
660	5441	PHOENIXVILLE	270 SCHUYLKILL RD	PHOENIXVILLE	PA	19460
661	5176	PICKERINGTON	1171 HILL RD N	PICKERINGTON	OH	43147
662	4710	PIKEVILLE	255 WEDDINGTON BRANCH RD	PIKEVILLE	KY	41501
663	497	PIQUA	1254 E ASH ST	PIQUA	OH	45356
664	1266	PITTSBURG	2804 N BROADWAY ST	PITTSBURG	KS	66762
665	1478	PITTSBURGH	11628 PENN HILLS DR	PITTSBURGH	PA	15235
666	5093	PITTSBURGH	4717 MCKNIGHT RD	PITTSBURGH	PA	15237
667	4740	PITTSFIELD	457 DALTON AVE	PITTSFIELD	MA	01201
668	1539	PLANT CITY	1427 S COLLINS ST	PLANT CITY	FL	33563
669	4664	PLYMOUTH	90 SHOPS AT 5 WAY	PLYMOUTH	MA	02360
670	1636	PONTIAC	300 N TELEGRAPH RD	PONTIAC	MI	48341
671	1132	POPLAR BLUFF	2160 N WESTWOOD BLVD	POPLAR BLUFF	MO	63901
672	561	PORT CHARLOTTE	1825 TAMiami TRL	PORT CHARLOTTE	FL	33948
673	4546	PORT HUENEME	733 W CHANNEL ISLANDS BLVD	PORT HUENEME	CA	93041
674	835	PORT HURON	659 24TH ST	PORT HURON	MI	48060
675	1555	PORT ORANGE	3830 S NOVA RD	PORT ORANGE	FL	32127
676	1017	PORTAGE	5960 US HIGHWAY 6	PORTAGE	IN	46368
677	1087	PORTER	23741 HWY 59 STE 30	PORTER	TX	77365
678	42	PORTSMOUTH	2523 GALLIA ST	PORTSMOUTH	OH	45662
679	5192	POTSDAM	200 MARKET ST.	POTSDAM	NY	13676
680	316	PRESTONSBURG	371 VILLAGE DR	PRESTONSBURG	KY	41653
681	5460	PRINCE FREDERICK	765 SOLOMONS ISLAND RD N	PRINCE FREDERICK	MD	20678
682	82	PRINCETON	1350 STAFFORD DR	PRINCETON	WV	24740
683	4450	PUEBLO	755 DESERT FLOWER BLVD	PUEBLO	CO	81001
684	4719	PULASKI	3779 ROME RD	PULASKI	NY	13142
685	1685	QUINCY	3812 BROADWAY ST	QUINCY	IL	62305
686	5363	RAINBOW CITY	3225 RAINBOW DR STE 200D	RAINBOW CITY	AL	35906
687	1391	RAYNHAM	59 NEW STATE HWY UNIT 2	RAYNHAM	MA	02767
688	1754	READING	3215 N 5TH STREET HWY	READING	PA	19605
689	4712	REDDING	2685 HILLTOP DR	REDDING	CA	96002
690	4111	REDONDO BEACH	1207 AVIATION BLVD	REDONDO BEACH	CA	90278
691	4658	REVERE	151 VFW PARKWAY, STE 50	REVERE	MA	02151
692	5324	REYNOLDSBURG	6300 E LIVINGSTON AVE	REYNOLDSBURG	OH	43068
693	4274	RIALTO	155 E BASE LINE RD	RIALTO	CA	92376
694	348	RICHLANDS	180 KENTS RIDGE RD	RICHLANDS	VA	24641
695	297	RICHMOND	472 EASTERN BYP	RICHMOND	KY	40475
696	1247	RICHMOND	3779 NATIONAL RD E	RICHMOND	IN	47374
697	1411	RICHMOND	8151 BROOK RD	RICHMOND	VA	23227
698	1927	RIO RANCHO	1660 RIO RANCHO DR SE	RIO RANCHO	NM	87124
699	5291	RISING SUN	40 RISING SUN TOWN CENTER	RISING SUN	MD	21911

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700	5297	ROANOKE	4350 FRANKLIN RD SW	ROANOKE	VA	24014
701	1715	ROANOKE	2911 HERSHBERGER RD NW	ROANOKE	VA	24017
702	1207	ROANOKE RAPIDS	1110 JULIAN R ALLSBROOK HWY	ROANOKE RAPIDS	NC	27870
703	5244	ROCHESTER	3660 DEWEY AVE	ROCHESTER	NY	14616
704	475	ROCHESTER	750 OHIO RIVER BLVD	ROCHESTER	PA	15074
705	4706	ROCHESTER	3170 CHILI AVE UNIT #T5	ROCHESTER	NY	14624
706	1474	ROCHESTER	1100 JEFFERSON RD	ROCHESTER	NY	14623
707	1961	ROCK HILL	2349 CHERRY RD STE 79	ROCK HILL	SC	29732
708	4742	ROCKWALL	2855 RIDGE RD	ROCKWALL	TX	75032
709	5126	ROCKWOOD	1426 N GATEWAY AVE	ROCKWOOD	TN	37854
710	1821	ROCKY MOUNT	955 N WESLEYAN BLVD	ROCKY MOUNT	NC	27804
711	222	ROGERSVILLE	420 PARK BLVD	ROGERSVILLE	TN	37857
712	1535	ROLLA	1001 S BISHOP AVE	ROLLA	MO	65401
713	1473	ROME	2204 SHORTER AVE NW	ROME	GA	30165
714	1246	ROME	1146 ERIE BLVD W	ROME	NY	13440
715	4666	ROSEBURG	1350 NE STEPHENS ST STE 50	ROSEBURG	OR	97470
716	1908	ROSWELL	2513 N MAIN ST	ROSWELL	NM	88201
717	4543	ROWLETT	3601 LAKEVIEW PKWY	ROWLETT	TX	75088
718	5451	ROXBORO	730 N MADISON BLVD	ROXBORO	NC	27573
719	1369	RUSKIN	3048 E COLLEGE AVE	RUSKIN	FL	33570
720	235	SAINT ANN	10415 SAINT CHARLES ROCK RD	SAINT ANN	MO	63074
721	509	SAINT AUGUSTINE	308 STATE ROAD 312	SAINT AUGUSTINE	FL	32086
722	514	SAINT CLOUD	3401 13TH ST STE 100	SAINT CLOUD	FL	34769
723	540	SAINT PETERSBURG	2900 34TH ST N	SAINT PETERSBURG	FL	33713
724	1680	SALEM	1227 W MAIN ST	SALEM	VA	24153
725	5276	SALISBURY	711 E. INNES ST.	SALISBURY	NC	28144
726	1581	SALISBURY	404 N FRUITLAND BLVD	SALISBURY	MD	21801
727	1832	SAN ANTONIO	7723 GUILBEAU RD STE 110	SAN ANTONIO	TX	78250
728	4110	SAN ANTONIO	1739 SW LOOP 410 STE 200	SAN ANTONIO	TX	78227
729	1963	SAN ANTONIO	2902 GOLIAD RD STE 116	SAN ANTONIO	TX	78223
730	1599	SAN ANTONIO	13926 NACOGDOCHES RD	SAN ANTONIO	TX	78217
731	1451	SAN ANTONIO	3715 COLONY DR	SAN ANTONIO	TX	78230
732	5157	SANFORD	2950 S. HORNER BLVD.	SANFORD	NC	27332
733	4147	SANTA FE	3140 CERRILLOS RD	SANTA FE	NM	87507
734	1083	SARALAND	8 SARALAND BLVD S	SARALAND	AL	36571
735	5370	SARASOTA	501 N BENEVA RD	SARASOTA	FL	34232
736	5210	SAUGERTIES	330 ROUTE 212	SAUGERTIES	NY	12477
737	1708	SAULT SAINTE MARIE	3396 I 75 BUSINESS SPUR UNIT 1	SAULT SAINTE MARIE	MI	49783
738	5189	SCHERERVILLE	707 US HIGHWAY 41	SCHERERVILLE	IN	46375
739	1997	SEAFORD	900 NORMAN ESKRIDGE HWY	SEAFORD	DE	19973
740	1591	SEARCY	103 N POPLAR ST	SEARCY	AR	72143
741	1977	SEDALIA	3125 W BROADWAY BLVD	SEDALIA	MO	65301
742	1058	SELMA	1403 S POLLOCK ST	SELMA	NC	27576
743	275	SENECA	207 OCONEE SQUARE DR	SENECA	SC	29678
744	5332	SEVIERVILLE	201 FORKS OF THE RIVER PARKWAY	SEVIERVILLE	TN	37862
745	256	SEYMOUR	2000 E TIPTON ST	SEYMOUR	IN	47274
746	603	SHALLOTTE	4600 MAIN ST STE 1	SHALLOTTE	NC	28470
747	1076	SHAWNEE	704 W AYRE ST	SHAWNEE	OK	74801
748	1623	SHAWNEE	7408 NIEMAN RD	SHAWNEE	KS	66203
749	5432	SHELBY	1728 E DIXON BLVD	SHELBY	NC	28152
750	1823	SHELBY TOWNSHIP	7651 23 MILE RD	SHELBY TOWNSHIP	MI	48316
751	1164	SHELBYVILLE	1840 E MICHIGAN RD	SHELBYVILLE	IN	46176
752	216	SHEPHERDSVILLE	445 HWY 44 E STE 208	SHEPHERDSVILLE	KY	40165
753	1027	SHERMAN	2222 TEXOMA PKWY	SHERMAN	TX	75090
754	5491	SHIPPENSBURG	300 S FAYETTE ST, STE D	SHIPPENSBURG	PA	17257
755	4519	SHOW LOW	4421 S WHITE MOUNTAIN RD STE A	SHOW LOW	AZ	85901
756	5179	SICKLERVILLE	465 BERLIN CROSS KEYS RD.	SICKLERVILLE	NJ	08081
757	4325	SIERRA VISTA	135 S HIGHWAY 92 UNIT A	SIERRA VISTA	AZ	85635
758	5182	SIMPSONVILLE	915 S ST STE A	SIMPSONVILLE	SC	29681
759	1009	SLIDELL	196 GAUSE BLVD W	SLIDELL	LA	70460
760	358	SMYRNA	3791 S COBB DR SE STE G	SMYRNA	GA	30080
761	1657	SMYRNA	299 N LOWRY ST	SMYRNA	TN	37167
762	1195	SOMERS POINT	257 W NEW RD	SOMERS POINT	NJ	08244
763	205	SOMERSET	345 N HWY 27 STE 5	SOMERSET	KY	42503
764	5468	SOUDERTON	709 ROUTE 113	SOUDERTON	PA	18964
765	1200	SOUTH BEND	1911 E IRELAND RD	SOUTH BEND	IN	46614
766	4108	SOUTH OGDEN	3801 WASHINGTON BLVD	SOUTH OGDEN	UT	84403
767	1980	SOUTH PLAINFIELD	686 OAK TREE AVE	SOUTH PLAINFIELD	NJ	07080
768	5352	SOUTH POINT	367 COUNTY RD 406 STE B	SOUTH POINT	OH	45680
769	1075	SOUTH WILLIAMSON	86 APPALACHIAN PLZ	SOUTH WILLIAMSON	KY	41503
770	1648	SOUTHAVEN	875 MAIN ST	SOUTHAVEN	MS	38671
771	5172	SOUTHFIELD	29712 SOUTHFIELD RD.	SOUTHFIELD	MI	48076
772	4723	SOUTHGATE	14333 EUREKA RD	SOUTHGATE	MI	48195
773	5434	SOUTHPORT	4956 LONG BEACH RD SE, STE 8	SOUTHPORT	NC	28461
774	4677	SPARKS	1300 DISC DR	SPARKS	NV	89436
775	843	SPARTANBURG	1000 N PINE ST	SPARTANBURG	SC	29303
776	5360	SPARTANBURG	108 FRANKLIN AVE	SPARTANBURG	SC	29301
777	1046	SPARTANBURG	204 CEDAR SPRINGS RD	SPARTANBURG	SC	29302
778	5331	SPEEDWAY	6121 CRAWFORDSVILLE RD	SPEEDWAY	IN	46224
779	1892	SPINDALE	1639 US HIGHWAY 74A BYP	SPINDALE	NC	28160
780	1826	SPRING HILL	2384 COMMERCIAL WAY	SPRING HILL	FL	34606
781	1674	SPRINGFIELD	303 E BATTLEFIELD ST STE J	SPRINGFIELD	MO	65807
782	1265	SPRINGFIELD	390 COOLEY ST	SPRINGFIELD	MA	01128
783	4689	SPRINGFIELD	2701 VETERANS PKWY	SPRINGFIELD	IL	62704
784	1188	SPRINGFIELD	205 E LEFFEL LN	SPRINGFIELD	OH	45505
785	1145	SPRINGFIELD	2565 N KANSAS EXPY	SPRINGFIELD	MO	65803
786	1797	SPRINGFIELD	2008 MEMORIAL BLVD	SPRINGFIELD	TN	37172
787	214	SPRINGFIELD	3173 S DIRKSEN PKWY	SPRINGFIELD	IL	62703
788	228	STATE COLLEGE	503 BENNER PIKE	STATE COLLEGE	PA	16801
789	1297	STATESBORO	13 LESTER RD STE C	STATESBORO	GA	30458
790	1690	STATESVILLE	1020 CROSSROADS DR	STATESVILLE	NC	28625
791	152	STERLING HEIGHTS	33100 SCHOENHERR RD	STERLING HEIGHTS	MI	48312
792	5129	STRONGSVILLE	15177 PEARL ROAD	STRONGSVILLE	OH	44136
793	472	SUFFOLK	924 N MAIN ST	SUFFOLK	VA	23434
794	1886	SUGAR LAND	3410 HIGHWAY 6	SUGAR LAND	TX	77478
795	4668	SUMMERSVILLE	197 MERCHANTS WALK	SUMMERSVILLE	WV	26651
796	5372	SUMMERVILLE	10150 DORCHESTER RD UNIT 227	SUMMERVILLE	SC	29485
797	1692	SUMTER	1121 BROAD ST	SUMTER	SC	29150
798	1423	SWANSEA	207 SWANSEA MALL DR	SWANSEA	MA	02777
799	5327	TALLAHASSEE	3111 MAHAN DR STE 18	TALLAHASSEE	FL	32308

Exhibit

Store List

800	547	TAMPA	7565 W HILLSBOROUGH AVE	TAMPA	FL	33615
801	1723	TEMPLE	2603 THORNTON LN	TEMPLE	TX	76502
802	1953	TERRE HAUTE	1800 FORT HARRISON RD STE 19	TERRE HAUTE	IN	47804
803	1729	TERRE HAUTE	4650 S US HIGHWAY 41	TERRE HAUTE	IN	47802
804	1131	TEXARKANA	2729 NEW BOSTON RD	TEXARKANA	TX	75501
805	1820	THIBODAUX	404 N CANAL BLVD	THIBODAUX	LA	70301
806	5366	THOMASVILLE	15083 US HWY 19 S	THOMASVILLE	GA	31792
807	1734	TIFFIN	644 W MARKET ST	TIFFIN	OH	44883
808	5148	TIFFON	163 VIRGINIA AVE S STE C	TIFFON	GA	31794
809	454	TOLEDO	3946 W ALEXIS RD	TOLEDO	OH	43623
810	5442	TOLEDO	3234 SECOR RD, STE 2 & 3	TOLEDO	OH	43606
811	1875	TOMS RIVER	1214 ROUTE 37 E ste 1	TOMS RIVER	NJ	08753
812	1629	TONAWANDA	750 YOUNG ST	TONAWANDA	NY	14150
813	493	TOPEKA	5121 SW 29TH ST	TOPEKA	KS	66614
814	5186	TRAVERSE CITY	1144 W SOUTH AIRPORT RD	TRAVERSE CITY	MI	49686
815	1956	TREXLERTOWN	7150 HAMILTON BLVD	TREXLERTOWN	PA	18087
816	1697	TROTWOOD	5009 SALEM AVE	TROTWOOD	OH	45426
817	4575	TULARE	1675 HILLMAN STREET	TULARE	CA	93274
818	5423	TULLAHOMA	1806 N JACKSON ST	TULLAHOMA	TN	37388
819	1062	TULSA	2144 S SHERIDAN RD	TULSA	OK	74129
820	1237	TUPELO	2605 W MAIN ST	TUPELO	MS	38801
821	4145	TYLER	4400 S BROADWAY AVE	TYLER	TX	75703
822	1038	TYLER	1421 S BECKHAM AVE	TYLER	TX	75701
823	5429	UNIONTOWN	99 MATTHEW DR, STE 107	UNIONTOWN	PA	15401
824	1283	UTICA	350 LELAND AVE	UTICA	NY	13502
825	5375	VALDOSTA	110 E NORTHSIDE DR	VALDOSTA	GA	31602
826	1160	VAN WERT	1155 S SHANNON ST	VAN WERT	OH	45891
827	529	VENICE	565 US HWY 41 BYP	VENICE	FL	34285
828	1834	VESTAL	150 VESTAL PKWY W	VESTAL	NY	13850
829	1888	VICKSBURG	1800 S FRONTAGE RD STE E	VICKSBURG	MS	39180
830	1562	VICTORIA	8402 N NAVARRO ST	VICTORIA	TX	77904
831	1371	VIDALIA	2305 E 1ST ST	VIDALIA	GA	30474
832	4698	VIENNA	113 GRAND CENTRAL AVE	VIENNA	WV	26105
833	258	VINCENNES	2323 N 6TH ST	VINCENNES	IN	47591
834	5426	VINTON	1090 BYPASS RD	VINTON	VA	24179
835	5476	VIRGINIA BEACH	2864 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23452
836	4608	WACO	4905 WEST WACO DRIVE	WACO	TX	76710
837	5159	WADSWORTH	160 GREAT OAKS TRAIL	WADSWORTH	OH	44281
838	5428	WAKE FOREST	12295 CAPITAL BLVD	WAKE FOREST	NC	27587
839	1390	WALDORF	1200 SMALLWOOD DR W	WALDORF	MD	20603
840	1489	WALLINGFORD	968 N COLONY RD STE B	WALLINGFORD	CT	06492
841	1396	WAPPINGERS FALLS	1574 ROUTE 9	WAPPINGERS FALLS	NY	12590
842	1816	WARNER ROBINS	2191 WATSON BLVD	WARNER ROBINS	GA	31093
843	1751	WARREN	4331 MAHONING AVE NW	WARREN	OH	44483
844	1954	WARWICK	2485 WARWICK AVE	WARWICK	RI	02889
845	1609	WASHINGTON	254 OAK SPRING RD	WASHINGTON	PA	15301
846	1370	WASHINGTON	1060 WASHINGTON SQUARE SHOPPING CTR	WASHINGTON	MO	63090
847	111	WATERFORD	5640 DIXIE HWY	WATERFORD	MI	48329
848	1022	WATERTOWN	1125 ARSENAL ST	WATERTOWN	NY	13601
849	4632	WAXAHACHIE	507 N HWY 77 STE 300	WAXAHACHIE	TX	75165
850	1185	WAYCROSS	1803 KNIGHT AVE STE A2	WAYCROSS	GA	31501
851	5339	WAYNESBORO	2715 W MAIN ST	WAYNESBORO	VA	22980
852	1787	WAYNESBURG	110 GREENE PLZ	WAYNESBURG	PA	15370
853	1621	WAYNESVILLE	1176 RUSS AVE	WAYNESVILLE	NC	28786
854	4527	WEATHERFORD	108 COLLEGE PARK DR	WEATHERFORD	TX	76086
855	5280	WEAVERVILLE	130 WEAVER BLVD	WEAVERVILLE	NC	28787
856	4669	WEBSTER	116 E MAIN ST	WEBSTER	MA	01570
857	4148	WEBSTER	1201 W NASA PKWY	WEBSTER	TX	77598
858	1215	WEBSTER GROVES	8563 WATSON RD	WEBSTER GROVES	MO	63119
859	4730	WEIRTON	250 THREE SPRINGS DR	WEIRTON	WV	26062
860	1516	WESLACO	1025 N TEXAS BLVD STE 1	WESLACO	TX	78596
861	1744	WEST BABYLON	501 W MONTAUK HWY	WEST BABYLON	NY	11704
862	1857	WEST COLUMBIA	3230 AUGUSTA RD	WEST COLUMBIA	SC	29170
863	5132	WEST DEPTFORD	1075 MANTUA PIKE	WEST DEPTFORD	NJ	08096
864	1741	WEST HAZLETON	290 SUSQUEHANNA BLVD	WEST HAZLETON	PA	18202
865	1880	WEST MIFFLIN	7005 CLAIRTON RD	WEST MIFFLIN	PA	15122
866	1134	WEST MONROE	160 BLANCHARD ST	WEST MONROE	LA	71291
867	1157	WEST PLAINS	1362 SOUTHERN HILLS CTR	WEST PLAINS	MO	65775
868	1520	WEST SENECA	1980 RIDGE RD	WEST SENECA	NY	14224
869	1814	WESTLAND	35507 FORD RD	WESTLAND	MI	48185
870	481	WESTMINSTER	140 VILLAGE SHOPPING CTR	WESTMINSTER	MD	21157
871	4107	WESTMINSTER	6351 Westminster Dr	CA	CA	92683
872	244	WHEELERSBURG	9025 OHIO RIVER RD	WHEELERSBURG	OH	45694
873	5330	WHITEHALL	2631 MACARTHUR RD	WHITEHALL	PA	18052
874	5258	WHITEVILLE	28 WHITES CROSSING LN	WHITEVILLE	NC	28472
875	1402	WICHITA FALLS	3923 KELL BLVD	WICHITA FALLS	TX	76308
876	1737	WILKES BARRE	310 E END CTR	WILKES BARRE	PA	18702
877	5261	WILKESBORO	1826 W US HWY 421 STE K	WILKESBORO	NC	28697
878	5368	WILLIAMSBURG	6610 MOORETOWN RD	WILLIAMSBURG	VA	23188
879	5160	WILLOUGHBY	35101 EUCLID AVE	WILLOUGHBY	OH	44094
880	134	WILMINGTON	1334 ROMBACH AVE	WILMINGTON	OH	45177
881	5462	WILMINGTON	6832 F MARKET ST	WILMINGTON	NC	28405
882	5130	WILMINGTON	4310 SHIPYARD BLVD.	WILMINGTON	NC	28403
883	5246	WILMINGTON	4439 GOVERNOR PRINTZ BLVD	WILMINGTON	DE	19802
884	5183	WILSON	1700 RALEIGH RD PKWY W STE 104	WILSON	NC	27896
885	51	WINCHESTER	1090 MILLWOOD PIKE	WINCHESTER	VA	22602
886	5386	WINSTON SALEM	975 HANES MALL BLVD	WINSTON SALEM	NC	27103
887	1013	WINSTON SALEM	5952 UNIVERSITY PKWY STE H	WINSTON SALEM	NC	27105
888	523	WINTER GARDEN	1013 S DILLARD ST	WINTER GARDEN	FL	34787
889	518	WINTER HAVEN	1520 3RD ST SW	WINTER HAVEN	FL	33880
890	98	WINTERSVILLE	498 CADIZ RD	WINTERSVILLE	OH	43953
891	4430	WOOD DALE	480 GEORGETOWN SQ	WOOD DALE	IL	60191
892	838	WOOSTER	1925 CLEVELAND RD	WOOSTER	OH	44691
893	4558	YAKIMA	120 N. FAIR AVENUE	YAKIMA	WA	98901
894	1016	YORK	2140 WHITE ST	YORK	PA	17404
895	1361	YORKTOWN	4318 GEORGE WASHINGTON MEM HWY	YORKTOWN	VA	23692
896	1466	YOUNGSTOWN	7100 SOUTH AVE	YOUNGSTOWN	OH	44512
897	1759	YOUNGSTOWN	4341 KIRK RD	YOUNGSTOWN	OH	44511
898	5320	YUKON	1630 GARTH BROOKS BLVD	YUKON	OK	73099
899	4043	YUMA	1625 S 4TH AVE	YUMA	AZ	85364

Store List

900	5373	ZANESVILLE	3515 MAPLE AVE	ZANESVILLE	OH	43701
901	1501	ZEPHYRHILLS	4840 ALLEN RD	ZEPHYRHILLS	FL	33541

EXHIBIT 2.1(a)

The Sale Order shall provide, and otherwise be satisfactory to Agent, inter alia, that:

- (i) The Agreement (and each of the transactions contemplated thereby, including without limitation the Sale) is approved in its entirety pursuant to Section 363 of the Bankruptcy Code;
- (ii) The Bankruptcy Court finds that time is of the essence in effectuating this Agreement and proceeding with the Sale at the Stores uninterrupted;
- (iii) Merchant's decisions to (a) enter into the Agreement and (b) perform under and make payments required by the Agreement is a reasonable exercise of the Merchant's sound business judgment consistent with its fiduciary duties and is in the best interests of the Merchant, its estate, its creditors, and other parties in interest;
- (iv) The Agreement was negotiated in good faith and at arm's length between the Buyer, Merchant and Agent, and that Agent is entitled to the protection of Sections 363(m) and 364(e) of the Bankruptcy Code;
- (v) Agent's performance under the Agreement will be made, in good faith and for valid business purposes and uses, as a consequence of which Agent is entitled to the protection and benefits of Sections 363(m) and 364(e) of the Bankruptcy Code;
- (vi) Buyer, Merchant and Agent shall be authorized to continue to take any and all actions as may be necessary or desirable to implement the Agreement and each of the transactions contemplated thereby (including, without limitation, the Sale and completing the Final Reconciliation);
- (vii) Agent, as agent for Buyer and Merchant, is authorized to conduct, advertise, post signs and otherwise promote the Sale consistent with the Sale Advertising;
- (viii) Agent shall be entitled to sell all Inventory and Owned FF&E hereunder free and clear of all liens, claims, interests or encumbrances thereon, with any presently existing liens encumbering all or any portion of the Inventory, Owned FF&E, the Proceeds or any proceeds of the foregoing attaching, as applicable, only to the Purchase Price under the APA;
- (ix) (A) During the Sale Term, and for purposes of conducting the Sale, Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, each Store, Distribution Center and the Corporate HQ and the assets currently located at the Stores, in each case subject to the extent of Merchant's or Buyer's rights and entitlement to use the same, and the services provided at such Stores to the extent Merchant is entitled to such services, and (B) Merchant shall not assign, reject or otherwise terminate any lease or other occupancy agreement relating to any such Stores or vacate any such Stores until the applicable Sale Termination Date or Vacate Date.
- (x) Agent shall have the right to use the Stores, Distribution Centers and Corporate HQ and all related services, furniture, fixtures, equipment and other assets of Merchant as designated under the Agreement for the purpose of conducting the Sale, free of any interference from any entity or person subject to compliance with the Sale Guidelines and Sale Order;

(xi) All newspapers and other advertising media in which the Sale is advertised shall be directed to accept the Sale Order as binding and to allow Buyer, Merchant and Agent to consummate the transactions provided for in the Agreement, including, without limitation, the conducting, promoting, and advertising of the Sale in the manner contemplated by the Agreement;

(xii) All utilities, internet service providers, website service or hosting providers, landlords, creditors, governmental authorities, and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct or advertising of the Sale, institute any action in any court (other than in the Bankruptcy Court) or before any administrative body which in any way directly or indirectly interferes with or obstructs or otherwise impedes the conduct or advertising of the Sale;

(xiii) Agent shall not be the successor to Merchant, or any predecessor or affiliate of Merchant, and Agent will not assume, or in any way be liable or responsible for, any claim or liability, whether known or unknown, whether asserted or unasserted, whether accrued or unaccrued, whether contingent or not, whether at law or in equity or otherwise, whether existing on the date hereof or arising thereafter and whether relating to or arising out of Merchant's businesses, the Inventory, the Owned FF&E or otherwise;

(xiv) Any amounts owed by Merchant to Agent under this Agreement shall be granted the status of superpriority claims in Merchant's Bankruptcy Case pursuant to section 364(c) of Bankruptcy Code senior to all other superpriority claims;

(xv) Agent shall be granted a valid, binding, enforceable and perfected security interest and lien as provided for in the Agreement without the necessity of filing financing statements or other steps to perfect the security interest or lien (other than entry of the Sale Order);

(xvi) In the event any of the provisions of the Sale Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, Agent shall be entitled to the protections provided in Sections 363(m) and 364(e) of the Bankruptcy Code, and no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the Sale or the liens or priority authorized or created under this Agreement or the Sale Order;

(xvii) (A) The terms of the Agreement shall be binding on any trustee appointed for the Merchant under any provision of the Bankruptcy Code, whether the Bankruptcy Case of the Merchant is proceeding under chapter 7 or chapter 11 of the Bankruptcy Code (a "Trustee"); (B) any such Trustee shall be authorized and directed to operate the business of Merchant to the fullest extent necessary to permit compliance with the terms of the Agreement and to allow for Agent's continued conduct of the Sale; and (C) Agent and any such Trustee shall be authorized to perform under the Agreement without the need for further order of the Bankruptcy Court;

(xviii) The application of any automatic stay of immediate enforcement of the Sale Order is waived;

(xix) The Sale Order constitutes an authorization of the conduct of Buyer, Merchant and Agent in connection therewith;

(xx) The sale by Agent of Additional Agent Inventory in the course of Agent's conduct of the Sale shall be authorized; and

(xxi) The Bankruptcy Court shall retain jurisdiction over the Parties to enforce this Agreement.

EXECUTION VERSION

EXHIBIT 3.2(b)

See attached.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (____)

(Joint Administration Requested)

MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS

(I) AUTHORIZING (A) DEBTORS TO CONTINUE TO MAINTAIN EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS, (B) DEBTORS TO OPEN AND CLOSE BANK ACCOUNTS, AND (C) FINANCIAL INSTITUTIONS TO ADMINISTER THE BANK ACCOUNTS AND HONOR AND PROCESS RELATED CHECKS AND TRANSFERS, (II) WAIVING DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) ALLOWING INTERCOMPANY TRANSACTIONS AND AFFORDING ADMINISTRATIVE EXPENSE PRIORITY TO POST-PETITION INTERCOMPANY CLAIMS

Big Lots, Inc. and certain of its affiliates (collectively, the “**Debtors**” or “**Big Lots**”), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby file this *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing (A) Debtors To Continue To Maintain Existing Cash Management System, Bank Accounts, and Business Forms, (B) Debtors To Open and Close Bank Accounts, and (C) Financial Institutions To Administer the Bank Accounts and Honor and Process Related Checks and Transfers, (II) Waiving Deposit and Investment Requirements, and (III) Allowing Intercompany Transactions and Affording Administrative Expense Priority to Post-Petition Intercompany*

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

Claims (this “**Motion**”). This Motion is supported by the *Declaration of Jonathan Ramsden as Chief Financial and Administrative Officer of the Debtors in Support of the Debtors’ Chapter 11 Proceedings and First Day Pleadings* (the “**Ramsden Declaration**”) filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

Relief Requested

1. By this Motion, and pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”) and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit D** and **Exhibit E** (the “**Proposed Orders**”), (a) authorizing, but not directing, the Debtors to (i) continue operating their prepetition cash management system with respect to intercompany cash management, as further described below (the “**Cash Management System**”), (ii) maintain their existing bank accounts (together with any accounts opened after the date hereof, the “**Bank Accounts**” and each, a “**Bank Account**”) located at certain banks and financial institutions (each, a “**Bank**” and, collectively, the “**Banks**”), with the ability to open and close Bank Accounts post-petition in the ordinary course of business, and (iii) maintain their existing Business Forms (as defined below), (b) authorizing the applicable financial institutions to treat, service, and administer the Bank Accounts in the ordinary course of business and to receive, process, honor, and pay all checks or wire transfers used by the Debtors, (c) waiving the requirements of section 345(b) of the Bankruptcy Code, rules 2015-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), and section 2 of the U.S. Trustee Guidelines (as defined below) on an interim basis, (d) allowing the Debtors to continue to enter into and perform Intercompany Transactions (as defined below), and (e) affording post-petition Intercompany

Claims (as defined below) administrative expense priority treatment under sections 503(b)(1) and 364(a) of the Bankruptcy Code.

Jurisdiction, Venue, and Authority

2. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). In addition, the Debtors confirm their consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment in connection herewith consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

A. General Background

5. On September 9, 2024 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

6. Contemporaneously herewith, the Debtors have filed a motion requesting the joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1.

7. Big Lots is a one-stop shop home discount retailer. Big Lots' mission is to help customers "Live Big and Save Lots" by offering bargains on everything for their homes, including furniture, décor, pantry essentials, kitchenware, groceries, and pet supplies. Headquartered in Columbus, Ohio, Big Lots operates more than 1,300 stores across 48 states in the United States, as well as an ecommerce store with expanded fulfillment and delivery capabilities.

8. Additional information about the Debtors' businesses and affairs, capital structure, and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the Ramsden Declaration.

B. The Debtors' Cash Management System

9. In the ordinary course of business, the Debtors utilize the Cash Management System to collect, disburse, and monitor funds generated by the operations of the Debtors. The Debtors' Cash Management System consists of 832 Bank Accounts with eight different Banks—PNC Bank, National Association ("PNC Bank"), US Bank National Association ("US Bank"), Bank of America, N.A., Citizens Bank, N.A., Fifth Third Bank, National Association, The Huntington National Bank, Truist Bank, and Wells Fargo Bank, N.A.—and all of the Bank Accounts hold cash denominated in U.S. dollars. A non-exhaustive list of the Bank Accounts (with account numbers partly redacted) is attached hereto as **Exhibit A**. The Debtors believe that all of the Bank Accounts are maintained at stable financial institutions, all of which have executed Uniform Depository Agreements and are thus designated as authorized depositories by the Office of the United States Trustee for Region 3. In addition, a list of the Debtors' outstanding letters of credit (the "Letters of Credit") is attached hereto as **Exhibit B**.

10. The Cash Management System enables the Debtors to monitor the collection and disbursement of funds and maintain control over the administration of their Bank Accounts. The Cash Management System is not entirely automated—the employees of the Debtors are required to monitor the system, manage the proper disbursement of funds, utilize the wire, check, and automated clearing house (ACH) capabilities of a number of different banks to disburse funds, and manually deposit checks using an internal remote capture tool.

11. The Cash Management System has two main components: (a) cash collection and (b) cash disbursement. To provide an overview of the movement of cash through the Cash Management System, a schematic diagram illustrating the flow of funds through the Cash Management System is attached hereto as **Exhibit C**.

Cash Collection

12. A substantial portion of the Debtors' present and expected future revenues consists of income generated from in-store and online sales of merchandise. In addition, the Debtors generate cash receipts from other miscellaneous sources, including gift card sales, lease-to-own programs, vendor rebates, and warranty sales.

13. Armored vehicles periodically collect the Debtors' third-party non-credit card receipts from their stores (the frequency of collection varies by store location) and deposit such receipts into collection Bank Accounts at various Banks (the "**Collection Accounts**"). The Collection Accounts comprise 21 master accounts, with numerous sub-accounts under each master account—the Debtors maintain 781 sub-accounts in the aggregate, which correspond to specific store locations. The Collection Accounts operate as zero balance accounts ("**ZBAs**"), with all funds therein swept daily into an Operating Account (as defined below) located at PNC Bank (last four digits of account #2984) (the "**Store Deposits Operating Account**"). The Store Deposits

Operating Account also operates as a ZBA that, in turn, sweeps all funds therein on a daily basis into the Debtors' primary concentration account located at PNC Bank (#0162) (the "**Primary Concentration Account**"). The Debtors also deposit their credit card receipts directly into the Primary Concentration Account. Pursuant to that certain Amended and Restated Deposit Account Control Agreement, dated as of August 19, 2024, by and among Debtor Big Lots Stores, LLC ("Big Lots Stores"), PNC Bank, and 1903P Loan Agent, LLC (the "**Concentration Account DACA**"), Big Lots Stores granted PNC Bank and 1903P Loan Agent, LLC a security interest in the Primary Concentration Account and all funds on deposit therein. As of the Petition Date, the balance of cash in the Primary Concentration Account is \$10,228,080.

14. In addition, the Debtors maintain a concentration account located at US Bank (#8517) (the "**US Bank Concentration Account**" and, together with the Primary Concentration Account, the "**Concentration Accounts**"), which receives and transfers funds from and to, among other Bank Accounts, the Primary Concentration Account. As of the Petition Date, the balance of cash in the US Bank Concentration Account is \$654,932.

Cash Disbursements

15. In the ordinary course of business, the Debtors transfer funds on an as-needed basis from the Concentration Accounts to operating accounts located at PNC Bank and US Bank (collectively "**Operating Accounts**"). The Debtors maintain 15 Operating Accounts to fund their cash disbursements, including the payment of vendors, payroll, employee benefits, taxes, and other expenses. All of the Operating Accounts function as ZBAs, with all funds therein swept daily into the Concentration Accounts.

16. In addition, the Debtors maintain 12 stand-alone Bank Accounts located at PNC Bank and US Bank (the "**Stand-Alone Accounts**") and fund such accounts on an as-needed basis

from the Concentration Accounts. The Debtors utilize the Stand-Alone Accounts to fund or support letters of credit, administer stock options, settle intercompany balances, and to transmit funds to the Debtors' office located in China. Pursuant to the Concentration Account DACA, Debtor Big Lots Stores granted PNC Bank a security interest in a Stand-Alone Account #4894 and all funds on deposit therein. Moreover, on September 3, 2024, pursuant to that certain Credit Agreement, dated as of September 21, 2022 (as amended by that certain First Amendment to Credit Agreement, dated as of April 18, 2024, and as further amended by that certain Second Amendment to Credit Agreement, dated as of July 31, 2024) by and among Debtor Big Lots, Inc., as borrower, PNC Bank, as administrative agent, and each of the other subsidiary borrowers, loan parties, and lenders party thereto (the "**ABL Credit Agreement**"), the Debtors elected to enter a Dominion Period (as defined in the ABL Credit Agreement), wherein Stand-Alone Account #4894 was repurposed as a credit management account, and which Dominion Period may be effectuated through automated or manual transfer from the Debtors' accounts.

17. Finally, pursuant to that certain Amended and Restated Deposit Account Control Agreement, dated as of August 19, 2024, by and among Debtor Big Lots, Inc., PNC Bank, and Gordon Brothers (the "**Stand-Alone Account DACA**"), Debtor Big Lots, Inc. granted PNC Bank and Gordon Brothers a security interest in the Stand-Alone Account #7451 and all funds on deposit therein.

Banking, Processing, and Security Fees

18. In the ordinary course of business, the Banks charge, and the Debtors pay, honor, or allow the deduction from the appropriate Bank Accounts, certain service charges, and other fees, costs, and expenses (collectively, the "**Bank Fees**"). The Bank Fees are paid by the Debtors monthly via automatic debiting fees of approximately \$280,000 per month in the aggregate. In

addition, in the ordinary course of business, credit card processors charge, and the Debtors pay, certain fees, charges, refunds, chargebacks, reserves, and other amounts due and owing from the Debtors to the credit card processors (collectively, the “**Merchant Services Obligations**”) pursuant to (a) that certain merchant processing agreement by and among Worldpay, LLC and Debtor Big Lots Stores (together with all documentation and amendments related thereto, the “**Worldpay Merchant Processing Agreement**”), (b) that certain merchant processing agreement by and among DFS Services LLC and Debtor Big Lots Stores (together with all documentation and amendments related thereto, the “**Discover Merchant Processing Agreement**”), (c) that certain merchant processing agreement by and among American Express Travel Related Services Company, Inc. and Big Lots Stores (together with all documentation and amendments related thereto, the “**American Express Merchant Processing Agreement**”), (d) that certain merchant processing agreement by and among Comenity Capital Bank and Big Lots Stores (together with all documentation and amendments related thereto, the “**Comenity Merchant Processing Agreement**”), and (e) that certain merchant processing agreement by and among PayPal, Inc. and Debtor Big Lots eCommerce LLC (together with all documentation and amendments related thereto, the “**PayPal Merchant Processing Agreement**”) (together with all documentation and amendments related thereto, the “**Merchant Processing Agreements**”, and together with the Worldpay Merchant Processing Agreement, Discover Merchant Processing Agreement, American Express Merchant Processing Agreement, Comenity Merchant Processing Agreement, and PayPal Merchant Processing Agreement, the “**Merchant Processing Agreements**”). The Merchant Services Obligations are paid by the Debtors monthly and average approximately \$4,900,000 per month in the aggregate. Finally, in the ordinary course of business, the Debtors employ multiple security firms to collect periodically via armored vehicles the Debtors’ third-party non-credit card

receipts from the Debtors' stores and to deposit such receipts into the Collection Accounts (collectively, the "**Security Obligations**") pursuant to certain service agreements (together with all documentation and amendments related thereto, the "**Security Service Agreements**"). The Security Obligations are paid by the Debtors monthly and average approximately \$370,000 per month in the aggregate.

Intercompany Transactions

19. The Debtors also maintain relationships with each other in the ordinary course of business (collectively, the "**Intercompany Transactions**") that result in intercompany receivables and payables (the "**Intercompany Claims**"). In general, the Intercompany Transactions are made through wire or book transfers to (a) facilitate the payment of employee wages and benefits and sales and marketing expenses, (b) reimburse certain Debtors for various expenditures associated with their businesses, and (c) fund the Bank Accounts for general capital expenditures.

20. In connection with the daily operation of the Cash Management System, as funds are disbursed throughout the Cash Management System and as business is transacted among the Debtors, at any given time there may be an Intercompany Claim owed by one Debtor to another, which allows the Debtors to facilitate and maintain its operations. The Intercompany Claims are generally reflected as journal entry receivables and payables each month. Further, each Debtor tracks all fund transfers in its respective accounting system and can ascertain, trace, and account for all Intercompany Transactions. Indeed, the Debtors' general practice is to maintain schedules that record all cash activity in the Bank Accounts and to reconcile such amounts with the Debtors' books and monthly cash balance.

21. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors' operations would be disrupted unnecessarily to the detriment of the

Debtors, their creditors, and other stakeholders. Moreover, the Intercompany Transactions ultimately result in a net benefit to the Debtors. Accordingly, the Debtors seek the authority to continue the Intercompany Transactions in the ordinary course of business consistent with past practice.

Corporate Credit Card Program

22. In the ordinary course of business, the Debtors maintain a Corporate Credit Card Program, administered by US Bank, to help fund their operations, which includes: (a) purchasing cards, including ActivePay virtual cards, (b) individual travel cards and (c) CTS travel cards (the “**Corporate Credit Card Program**”).

23. The purchasing cards are used in the ordinary course of business by the Debtors to purchase merchandise for sale in the Debtors’ stores or online and for general corporate functions. This includes ActivePay virtual cards, which are utilized to streamline the Debtors’ accounts payable function as a payment alternative to the traditional check, wire and ACH methods. There are approximately 150 purchasing cards (the “**Purchasing Cards**”) used by the Debtors. The Debtors incur on average approximately \$500,000 per month in charges on the Purchasing Cards. US Bank currently requires the Debtors to fund obligations in advance of incurring charges on the Purchasing Cards. Therefore, the Debtors estimate that, as of the Petition Date, they do not owe any outstanding prepetition amounts on account of the Purchasing Cards.

24. Travel expenses incurred by the Debtors and the Debtors’ employees are charged to the individual travel cards or the CTS travel cards (the “**Travel Cards**”). The Debtors incur on average approximately \$150,000 in charges through the Travel Cards per month. As with the Purchasing Cards, US Bank requires the Debtors to fund obligations in advance of incurring

charges on the Travel Cards. The Debtors estimate that, as of the Petition Date, they do not owe any outstanding prepetition amounts on account of the Travel Cards.

25. By this Motion, the Debtors seek authority to continue the Corporate Credit Card Program in the ordinary course of business, including making ordinary course modifications thereto, and to pay any outstanding amounts, regardless of whether such amounts arose before or after the Petition Date, in the ordinary course and consistent with historical practices.

Business Forms

26. As part of the Cash Management System, the Debtors utilize numerous preprinted correspondence and business forms, including purchase orders, letterhead, envelopes, promotional materials, checks, invoices, sales orders, acknowledgements, and other business forms (collectively, the “**Business Forms**”), in the ordinary course of their business. The Debtors also maintain books and records to document, among other things, their profits and expenses. To minimize expenses to their estates and avoid confusion on the part of customers, vendors, and suppliers during the pendency of the Chapter 11 Cases, the Debtors request that the Court authorize their continued use of all correspondence and Business Forms (including letterhead, purchase orders, invoices, as well as preprinted and future checks) as such forms were in existence immediately before the Petition Date, without reference to the Debtors’ status as debtors in possession, rather than requiring the Debtors to incur the expense and delay of ordering entirely new business forms as required under the U.S. Trustee Guidelines.

Basis for Relief

A. The Continued Use of the Debtors' Cash Management System, Bank Accounts, and Business Forms is Essential to the Debtors' Ongoing Operations and Restructuring Efforts and is Necessary for the Preservation and Maximization of the Debtors' Estates

27. The office of the U.S. Trustee for the District of Delaware (the “U.S. Trustee”) has established guidelines (the “**U.S. Trustee Guidelines**”) to supervise the administration of chapter 11 cases. The U.S. Trustee Guidelines and Local Rules require a chapter 11 debtor to, among other things, (a) close all existing bank accounts over which a debtor has possession, (b) open new bank accounts in depositories, approved by the U.S. Trustee, and that are designated as debtor in possession accounts (“**DIP Accounts**”), with separate DIP Accounts established for an operating account and a tax account (to the extent that payroll or other taxes are an issue for the debtor), cash collateral (to the extent required by court order), and a payroll account (to the extent that the debtor had a separate payroll account prepetition), (c) obtain and utilize new checks for all DIP Accounts that bear the designation “Debtor in Possession” and contain other information about the debtors’ chapter 11 case, and insure that the signature cards for all DIP Accounts clearly indicate that the debtor is a “Chapter 11 Debtor in Possession,” (d) deposit all receipts and make all disbursements only through the approved DIP Accounts, with any funds in excess of those required for current operations being maintained in a DIP interest-bearing account, (e) deposit to the tax DIP Account sufficient funds to pay all tax liability, (f) deposit all estate funds into DIP Accounts with a financial institution that agrees to comply with the requirements of the U.S. Trustee (which will be monitored by the U.S. Trustee), with no DIP Account exceeding the insured or collateralized limits of that approved depository, and (g) provide copies of bank statements for prepetition bank accounts and/or post-petition DIP Accounts, or other supporting documentation upon request by the U.S. Trustee. *See U.S. Trustee Guidelines, Information Regarding Bank Accounts*, at §§ A-G.

Additionally, section 345(b) of the Bankruptcy Code requires the holders of deposits that are not insured by the United States or backed by the full faith and credit of the United States to obtain a bond or other security. *See 11 U.S.C. § 345(b).* These requirements under the U.S. Trustee Guidelines are designed to establish a clear line of demarcation between prepetition and post-petition claims and payments and to help protect against a debtor's inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the commencement of the debtor's chapter 11 cases.

28. The Debtors hereby seek (a) authority to continue using their current centralized, integrated Cash Management System and (b) a waiver of the requirements of the U.S. Trustee Guidelines and Local Rule 2015-2(a), which would require, among other things, the closure of the Bank Accounts, the opening of new deposit accounts, and the immediate ordering of new business forms with a legend identifying each of the Debtors as "Debtor in Possession," to the extent that they prohibit the Debtors from continuing to utilize their existing Cash Management System. It is essential that the Debtors be permitted to continue to consolidate the management of their cash as necessary and appropriate to continue the operation of their businesses and preserve and maximize the value of their estates.

29. The basic structure of the Cash Management System constitutes the Debtors' ordinary, usual, and essential business practices. The Cash Management System is similar to those commonly employed by corporate enterprises comparable to the Debtors in size and complexity. The Cash Management System is integrated with the Debtors' accounting processes and software that produce the Debtors' financial statements and includes the necessary accounting controls to enable the Debtors, as well as other interested parties in the Chapter 11 Cases, to trace funds through the system. The design, development, testing, and implementation of this portion of the

Debtors' accounting system, and its interfacing with the Cash Management System, require the dedicated efforts of a significant number of the Debtors' employees. If the Debtors were required to dismantle the Cash Management System, it would disrupt the Debtors' day-to-day operations and their accounting processes and software. Dismantling the Cash Management System would also impair the Debtors' ability to generate timely reports of transactions and balances, as well as financial statements required under the Debtors' prepetition credit documents.

30. The widespread use of similar cash management systems is attributable to the numerous benefits they provide, including the ability to tightly control corporate funds, ensure cash availability, and reduce administrative expenses by facilitating the expeditious movement of funds and developing of timely and accurate account balance and presentment information. These controls are particularly important here, given the significant amount of cash that flows through the Cash Management System on an annual basis.

31. It would be very time consuming, difficult, and costly for the Debtors to establish an entirely new system of accounts and a new cash management system, and doing so would disrupt the Debtors' relationships with their key counterparties and suppliers. The attendant delays from opening new accounts, revising cash management procedures, and instructing their commercial counterparties and countless other entities to redirect payments would negatively impact the Debtors' ability to operate their businesses and preserve and maximize the value of their estates while pursuing these arrangements. Under the circumstances, maintenance of the Cash Management System is essential and clearly in the best interest of the Debtors' estates. Furthermore, preserving the "business as usual" atmosphere and avoiding the unnecessary and costly distractions that would inevitably be associated with any substantial disruption to the Cash Management System would facilitate the Debtors' efforts to maximize the value of their estates in

the Chapter 11 Cases. In short, any benefits of the Debtors' strict compliance with the U.S. Trustee Guidelines and Local Rule 2015-2(a) would be far outweighed by the resulting expense, inefficiency, and disruption to the Debtors' businesses.

32. Similarly, to avoid delays in payments to administrative creditors, to ensure as smooth a transition into chapter 11 as possible with minimal disruption, and to aid in the Debtors' efforts to preserve and enhance the value of the Debtors' estates, it is important that the Debtors be permitted to continue to maintain the Bank Accounts with the same account numbers following the commencement of the Chapter 11 Cases, subject to a prohibition against honoring checks issued or dated before the Petition Date absent a prior order of the Court.

33. By avoiding the disruption and delay to the Debtors' disbursements that would necessarily result from closing the Bank Accounts and opening new Bank Accounts, all parties in interest, including employees, vendors, and counterparties, would be best served by preserving business continuity. The benefit to the Debtors, their business operations, and all parties in interest would be considerable. The confusion that would ensue absent the relief requested herein would substantially hinder the Debtors' efforts in the Chapter 11 Cases.

34. Further, it would minimize the Debtors' expenses to authorize continued use of the Business Forms, substantially in the forms existing immediately before the Petition Date, without modification to add reference to the Debtors' status as debtors in possession. As a result of the press releases issued by the Debtors and other media coverage, parties doing business with the Debtors undoubtedly would be aware of the Debtors' status as debtors in possession and, thus, in the absence of such relief, the Debtors' estates would be required to bear a potentially significant expense that the Debtors respectfully submit is unwarranted.

35. Once the Debtors' existing checks have been used, the Debtors will, when reordering checks, ensure that the designation "Debtor in Possession" and the corresponding bankruptcy case number will be printed on all checks. With respect to electronic checks and checks that the Debtors or their agents print themselves, the Debtors will begin printing the "Debtor in Possession" legend on such items within ten days of the date of entry of the interim order approving the relief requested herein.

36. Continued use by the Debtors of their Cash Management System, Bank Accounts, and Business Forms in a similar manner as maintained before the Petition Date, with ordinary course changes thereto implemented consistent with past practices, is also appropriate and warranted under sections 363 and 364 of the Bankruptcy Code. Section 363(c) of the Bankruptcy Code authorizes a debtor in possession operating its business pursuant to section 1108 of the Bankruptcy Code to "enter into transactions . . . in the ordinary course of business without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Moreover, section 364(a) of the Bankruptcy Code authorizes a debtor in possession to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing. *See* 11 U.S.C. § 364(a). This provision further supports the relief requested herein and provides the Debtors with the ability, to the extent necessary in the operation of the Cash Management System in the ordinary course, to obtain unsecured credit and incur unsecured debt.

37. The Bankruptcy Code does not define "ordinary course of business." In determining whether a transaction qualifies as "ordinary course," the Third Circuit has adopted the "horizontal" dimension test (*i.e.*, whether "from an industry-wide perspective, the transaction is of the sort commonly undertaken by companies in that industry") and "vertical" dimension test (*i.e.*,

whether the transaction is consistent with the reasonable expectations of “hypothetical creditor[s]”). *In re Roth Am., Inc.*, 975 F.2d 949, 953 (3d Cir. 1992); *see also Sportsman’s Warehouse, Inc. v. McGillis/Eckman Invs.-Billings, LLC (In re Sportsman’s Warehouse, Inc.)*, No. 09-10990, 2013 WL 492554, at *9 (Bankr. D. Del. Feb. 7, 2013) (“In determining whether a transaction is in the ordinary course of business, the Third Circuit has adopted the two-part horizontal and vertical dimension test.” (citation omitted)); *In re Blitz U.S.A., Inc.*, 475 B.R. 209, 214 (Bankr. D. Del. 2012) (describing the Third Circuit’s use of the two-part horizontal and vertical dimension test); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 797 (Bankr. D. Del. 2007) (“[A] debtor’s pre-petition business practices and conduct is the primary focus of the vertical analysis.”). “The touchstone of ‘ordinariness’ is . . . the interested parties’ reasonable expectations of what transactions the debtor in possession is likely to enter in the course of its business.” *In re Roth Am., Inc.*, 975 F.2d at 953 (citing *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 394 (S.D.N.Y. 1983)).

38. Included within the purview of section 363(c) of the Bankruptcy Code is a debtor’s ability to continue “routine transactions” necessitated by a debtor’s business practices. *See In re Roth Am., Inc.*, 975 F.2d at 952 (“The framework of section 363 is designed to allow a trustee (or debtor-in-possession) the flexibility to engage in ordinary transactions without unnecessary creditor and bankruptcy court oversight, while protecting creditors by giving them an opportunity to be heard when transactions are not ordinary.” (citation omitted)); *Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996) (“A debtor in possession under Chapter 11 is generally authorized to continue operating its business.” (citations omitted)); *In re Nellson Nutraceutical, Inc.*, 369 B.R. at 796 (noting that courts have shown a reluctance to interfere in a debtor’s making of routine, day-to-day business decisions) (citations omitted). The

“routine transactions” necessitated by the Debtors’ Cash Management System easily qualify as “ordinary course” under both the “horizontal” dimension test and the “vertical” dimension test—as explained above, the Cash Management System is similar to those commonly employed by corporate enterprises comparable to the Debtors in size and complexity. Accordingly, the Debtors submit that they have authority to continue the collection and disbursement of cash pursuant to their Cash Management System described above under section 363(c)(1) of the Bankruptcy Code and, to the extent such transactions constitute indebtedness, under section 364(a) of the Bankruptcy Code.

39. In fact, courts in this jurisdiction routinely grant relief similar to that requested herein. *See, e.g., In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. March 5, 2024) [D.I. 258] (allowing the continued use of cash management systems and prepetition bank accounts, including maintaining the debtors’ prepetition business forms without the “debtor in possession” label); *In re MRRC Hold Co.*, No. 24-11164 (CTG) (Bankr. D. Del. July 2, 2024) [D.I. 137] (same); *In re Optio Rx, LLC*, No. 24-11188 (TMH) (Bankr. D. Del. July 1, 2024) [D.I. 128] (same); *In re Sientra, Inc.*, No. 24-10245 (JTD) (Bankr. D. Del. Mar. 11, 2024) [D.I. 159] (same); *In re Revitalid Pharm. Corp.*, No. 23-11704 (BLS) (Bankr. D. Del. Nov. 6, 2023) [D.I. 78] (same); *In re Lincoln Power, L.L.C.*, No. 23-10382 (LSS) (Bankr. D. Del. Apr. 27, 2023) [D.I. 110] (same); *In re DeCurtis Holdings LLC*, No. 23-10548 (JKS) (Bankr. D. Del. May 23, 2023) [D.I. 153] (same); *In re MD Helicopters, Inc.*, No. 22-10263 (KBO) (Bankr. D. Del. Apr. 20, 2022) [D.I. 176] (same); *In re Salem Harbor Power Dev. LP*, No. 22-10239 (MFW) (Bankr. D. Del. Apr. 19, 2022) [D.I. 111] (same);. The Debtors submit that the circumstances described herein warrant similar relief.

40. Finally, the Debtors submit that the Debtors’ continued use of the Cash Management System, Bank Accounts, and Business Forms is necessary and appropriate and,

therefore, may be authorized by the Court under section 105(a) of the Bankruptcy Code, pursuant to what is referred to interchangeably as the “doctrine of necessity.” The Court’s power to utilize the “doctrine of necessity” in the Chapter 11 Cases derives from the Court’s inherent equity powers and its statutory authority to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Accordingly, the Court has expansive equitable powers to fashion any order or decree that is in the interest of preserving or protecting the value of the Debtors’ assets. *See In re Combustion Eng’g, Inc.*, 391 F.3d 190, 235–36 (3d Cir. 2004) (noting that section 105 of the Bankruptcy Code “has been construed to give a bankruptcy court ‘broad authority’ to provide equitable relief appropriate to assure the orderly conduct of reorganization proceedings” (citing *United States v. Energy Res. Co.*, 495 U.S. 545, 549 (1990))); *In re Nixon*, 404 F. App’x 575, 578 (3d Cir. 2010) (“It is well settled that the court’s power under § 105(a) is broad.” (citation omitted)); *In re Nortel Networks, Inc.*, 532 B.R. 494, 554 (Bankr. D. Del. 2015) (“The Third Circuit has construed [section 105 of the Bankruptcy Code] to give bankruptcy courts ‘broad authority’ to provide appropriate equitable relief to assure the orderly conduct of reorganization proceedings, and to ‘craft flexible remedies that, while not expressly authorized by the Code, effect the result the Code was designed to obtain.’” (citation omitted)); *Patrick v. Dell Fin. Servs. (In re Patrick)*, 344 B.R. 56, 58 (Bankr. M.D. Pa. 2005) (“There is no doubt that § 105(a) is a ‘powerful [and] versatile tool’ designed to empower bankruptcy courts to fashion orders in furtherance of the Bankruptcy Code.” (quoting *Joubert v. ABN AMRO Mortg. Grp., Inc. (In re Joubert)*, 411 F.3d 452, 455 (3d Cir. 2005))).

41. The United States Supreme Court first articulated the doctrine of necessity over 140 years ago, in *Miltenberger v. Logansport, Crawfordsville & Southwestern Railway Company*, in affirming the authorization by the lower court of the use of receivership funds to pay pre-

receivership debts owed to employees, vendors, and suppliers, among others, when such payments were necessary to preserve the receivership property and the integrity of the business in receivership. *Miltenberger v. Logansport, Crawfordsville & Sw. Ry. Co.*, 106 U.S. 286, 311–12 (1882). This doctrine has become an accepted component of modern bankruptcy jurisprudence and its application by courts largely adheres to the Supreme Court’s reasoning in *Miltenberger*. See, e.g., *In re Just for Feet, Inc.*, 242 B.R. at 824–25 (recognizing the use of the “doctrine of necessity”); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (same).

42. The Court’s power to utilize the “doctrine of necessity” in the Chapter 11 Cases derives from the Court’s inherent equity powers and its statutory authority to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a); see also *Energy Res. Co.*, 495 U.S. at 549 (finding that section 105(a) of the Bankruptcy Code is “consistent with the traditional understanding that bankruptcy courts, as courts of equity, have broad authority to modify creditor-debtor relationships” (citations omitted)).

43. Here, continuing the Cash Management System without interruption is vital to the Debtors’ survival and the preservation and maximization of the value of the Debtors’ estates. In particular, an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), aff’d in part and rev’d in part, 997 F.2d 1039 (3d Cir. 1993). The requirement to maintain all accounts separately “would be a huge administrative burden and [be] economically inefficient.” *Columbia Gas*, 997 F.2d at 1061; see also *In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (cash management system allows debtor “to administer more efficiently and effectively its financial operations and assets”). The Cash Management System is the mechanism whereby the

Debtors are able to transfer their revenue toward the payment of their obligations and without which the Debtors' operations would be severely disrupted and the value of their estates would be impaired. Similarly, if the Debtors are not permitted to maintain and use their Bank Accounts and continue to use their existing Business Forms as set forth herein, the resulting prejudice would include (a) disruption of the ordinary financial affairs and business operations of the Debtors, (b) delay in the administration of the Debtors' estates, (c) compromise of the Debtors' internal controls and accounting system, and (d) costs to the Debtors' estates to set up new systems, open new accounts, and print new Business Forms. Accordingly, it is well within the Court's equitable power under section 105(a) of the Bankruptcy Code to approve the continued use of the Cash Management System, the Bank Accounts, and Business Forms.

44. Based upon the foregoing, the Debtors submit that the relief requested herein is essential, appropriate, and in the best interests of the Debtors' estates and stakeholders. Absent this relief, the Debtors' estates would suffer, possibly precipitously and irreparably. Consequently, the Debtors' stakeholders would benefit if the requested relief is granted.

B. The Debtors Should be Authorized To Open and Close Bank Accounts

45. Pursuant to this Motion, and for the reasons articulated above, the Debtors also seek authorization to implement changes to the Cash Management System in the ordinary course of business, including opening any additional Bank Accounts or closing any existing Bank Account as they may deem necessary and appropriate. The Debtors request that the Court authorize the Banks to honor the Debtors' requests to open or close, as the case may be, such Bank Accounts or additional Bank Accounts; *provided, however,* that, unless otherwise ordered by the Court, the Debtors shall open any such new Bank Account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee or at a bank willing to immediately execute such an agreement.

46. The Debtors further request that nothing contained in the Proposed Orders granting the relief requested herein shall prevent the Banks from modifying or terminating any Bank Accounts or related services in accordance with the agreements governing such accounts or services.

C. The Banks Should be Authorized To Continue To Treat, Service, and Administer the Bank Accounts in the Ordinary Course of Business

47. The Debtors also seek entry of the Proposed Orders granting the Banks authority to:

- (a) continue to treat, service, and administer the Debtors' Bank Accounts, as accounts of the respective Debtor as a debtor in possession, without interruption, and in the ordinary course of business without the need for further order of the Court;
- (b) receive, process, honor, debit, and pay any and all checks, drafts, wires, check transfer requests, and/or ACH transfers drawn on the Bank Accounts by the holders or makers thereof, including all checks that are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, as the case may be, to the extent that the Debtors have sufficient funds standing to their credit with the Banks;
- (c) receive, process, honor, debit, and pay any and all checks, drafts, wires, check transfer requests, and/or ACH transfers drawn on the Bank Accounts by the holders or makers thereof, including all checks that are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof evidencing amounts paid by the Debtors under the Proposed Orders whether presented prior to, on, or after the Petition Date, as the case may be, to the extent that the Debtors have sufficient funds standing to their credit with the Banks; and
- (d) debit all undisputed prepetition and post-petition amounts owed to the Banks as service charges for the maintenance of the Cash Management System without the need for further order of the Court.

48. The Debtors request that the Court approve procedures for the Debtors to provide the Banks stop payment orders with respect to all outstanding and unpaid prepetition checks and other items drawn on any Bank Account that the Court has not authorized by court order to be paid. The Debtors also request that all applicable financial institutions be authorized to (a) receive,

process, honor, and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors requested authority to pay in the Motion or any other motion approved by the Court, regardless of whether the checks were presented or fund transfer requests were submitted before, on, or after the Petition Date and (b) rely on the Debtors' designation of any particular check, draft, wire, ACH transfer, electronic funds transfer payment, or item as approved by the Proposed Orders. Pursuant to the relief requested in this Motion, the Banks shall not be liable to any party on account of (x) following, in good faith, the Debtors' instructions, representations, or presentation as to any order of the Court (without any duty of further inquiry), (y) the honoring of any prepetition check, draft, wire, ACH transfer, electronic funds transfer payment, or item in a good faith belief, or upon representation by a Debtor that the Court has authorized such prepetition check, draft, wire, ACH transfer, electronic funds transfer payment, or item, or (z) an innocent mistake and/or human error made despite implementation of reasonable item handling procedures.

49. The Debtors further request that the existing deposit agreements between the Debtors and the Banks continue to govern the post-petition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including the termination and fee provisions, remain in full force and effect. The Debtors request authority for the Debtors and the Banks to agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, including the opening and closing of Bank Accounts, and for the Banks to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, *provided*, that the Banks shall not have any liability to any party for relying on such representations in good faith. The Debtors further request that the

relief granted in the Proposed Orders extend to any new Bank Account opened by the Debtors after the date thereof and to the bank at which such account is opened.

50. The Debtors also request that, in accordance with current practice and the applicable agreements governing the Bank Accounts, the Banks be authorized to “charge back” to the Debtors’ Bank Accounts any amounts incurred by the Bank resulting from returned checks or other returned items, and the Debtors be authorized, but not directed, to pay, in their sole discretion, any fees and expenses owed to the Banks, in each case, regardless of whether such items were deposited prepetition or post-petition or relate to prepetition or post-petition items.

51. The Debtors further request that any payment from a Bank Account at the request of the Debtors made by the Banks prior to the Petition Date (including any ACH transfer the Banks are or becomes obligated to settle), or any instruments issued by the Banks on behalf of any Debtor pursuant to a “midnight deadline” or similar protocol, be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

D. The Deposit and Investment Requirements of Section 345(b) of the Bankruptcy Code Should be Waived on an Interim Basis

52. Section 345 of the Bankruptcy Code governs a debtor’s deposit and investment of cash during a chapter 11 case and authorizes deposits or investments of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires the estate to obtain, from the entity with which the money is deposited or invested, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless the court, for cause, orders otherwise. *Id.*

53. Investment of cash in strict compliance with the requirements of section 345(b) of the Bankruptcy Code would, in large chapter 11 cases such as these, be inconsistent with section 345(a) of the Bankruptcy Code, which permits a debtor in possession to make such investments of money of the estate “as will yield the maximum reasonable net return on such money.” Thus, in 1994, to avoid “needlessly handcuff[ing] larger, more sophisticated debtors,” Congress amended section 345(b) of the Bankruptcy Code to provide that its strict investment requirements may be waived or modified if the Court so orders “for cause.” 140 Cong. Rec. H. 10,767 (Oct. 4, 1994), 1994 WL 545773.

54. Pursuant to Local Rule 2015-2(b), and subject to certain exceptions not relevant here, a waiver of the requirements set forth in section 345(b) of the Bankruptcy Code may not be granted without notice and a hearing. However, Local Rule 2015-2(b) also provides that “if a motion for such a waiver is filed on the first day of a chapter 11 case in which there are more than 200 creditors, or otherwise with cause shown, the Court may grant an interim waiver until a hearing on the debtor’s motion can be held.” Del. Bankr. L.R. 2015-2(a).

55. Here, the Debtors satisfy both the procedural and substantive requirements necessary to obtain an interim waiver of section 345(b) of the Bankruptcy Code. The Debtors have filed this Motion on the first day of the Chapter 11 Cases, and the Debtors, collectively, have substantially more than 200 creditors. Accordingly, the Debtors’ present request for an interim waiver is appropriate. *See* Del. Bankr. L.R. 2015-2(a).

56. Moreover, the Debtors submit that cause exists to waive the investment and deposit restrictions of section 345(b) of the Bankruptcy Code on an interim basis to the extent that the Debtors’ cash management deposits do not comply with the proscribed requirements, as set forth in the Proposed Orders, without prejudice to the Debtors’ right to request a further extension or

waiver of the requirements of section 345(b) of the Bankruptcy Code in the Chapter 11 Cases. The Banks at which the Debtors maintain all of their Bank Accounts are financially stable banking institutions, FDIC-insured (up to an applicable unit per account), and parties to Uniform Depository Accounts with the U.S. Trustee. The Debtors intend to be in chapter 11 only a short period of time, and the costs of having to obtain additional guaranties or sureties far outweigh the risk of the Debtors continuing to maintain their traditional cash-only Bank Accounts for the short period of time they remain in chapter 11. Finally, courts in this district routinely grant such an interim waiver under similar circumstances. *See, e.g., In re Revitalid Pharm. Corp.*, No. 23-11704 (BLS) (Bankr. D. Del. Oct. 13, 2023) [D.I. 39]; *In re Lincoln Power, L.L.C.*, No. 23-10382 (LSS) (Bankr. D. Del. Apr. 4, 2023) [D.I. 55]; *In re MD Helicopters, Inc.*, No. 22-10263 (KBO) (Bankr. D. Del. Apr. 1, 2022) [D.I. 105]; *In re Salem Harbor Power Dev. LP*, No. 22-10239 (MFW) (Bankr. D. Del. Mar. 25, 2022) [D.I. 46]; *In re Alto Maipo Del. LLC*, No. 21-11507 (KBO) (Bankr. D. Del. Nov. 18, 2021) [D.I. 48]; *In re PWM Prop. Mgmt. LLC*, No. 21-11445 (MFW) (Bankr. D. Del. Nov. 3, 2021) [D.I. 56].

E. The Debtors Should be Allowed To Continue To Enter Into and Perform Intercompany Transactions

57. As described above, the Cash Management System is essential to the Debtors' ability to continue to engage in Intercompany Transactions with affiliates. At any given point, there may be outstanding amounts due and owing between Debtors, all of which are documented and recorded as Intercompany Transactions.

58. The Debtors believe that they are authorized to continue entering into and performing under Intercompany Transactions because such transactions are "in the ordinary course of business" pursuant to section 363(c)(1) of the Bankruptcy Code. The Intercompany

Transactions are common and routine among similar businesses and constitute a matter that falls squarely within the ordinary course of the Debtors' businesses.

59. Nonetheless, as the continuation of Intercompany Transactions is critical to the Debtors' ability to continue to operate their businesses and preserve and maximize the value of the Debtors' estates, out of an abundance of caution, the Debtors request express authorization to engage in Intercompany Transactions post-petition. If the Debtors' Intercompany Transactions are unable to continue, a number of services or goods provided by and among the Debtors would experience significant disruption. Discontinuing the Intercompany Transactions would hinder the Debtors' ability to make timely payments to its Debtor affiliates and provide benefits to their employees. The Debtors believe that the continuation of the Intercompany Transactions is in the best interests of the Debtors and their estates and stakeholders and request authority to continue entering into and performing under such Intercompany Transactions in the ordinary course of business on a post-petition basis. Accordingly, the Debtors request authorization to continue to enter into and perform Intercompany Transactions.

F. Continuation of Corporate Credit Card Program is Warranted Under Sections 363, 364(a), and 105(a) of the Bankruptcy Code

60. The Corporate Credit Card Program is essential to the Debtors' operations and the preservation and maximization of the value of their estates. The Corporate Credit Card Program allows the Debtors' employees to charge business-related expenses, thereby allowing the employees to conduct business more efficiently. Continuing the Corporate Credit Card Programs and satisfying the prepetition and post-petition amounts outstanding thereunder would help minimize any adverse effect of the commencement of the Chapter 11 Cases on the Debtors' business and the value of the Debtors' estates. Accordingly, the Debtors request authority to continue the Corporate Credit Card Programs in the ordinary course of business, including making

ordinary course modifications thereto, and to pay any outstanding obligations, whether arising prepetition or post-petition, regarding the same.

G. Post-petition Intercompany Claims Should be Afforded Administrative Expense Priority

61. The Debtors also respectfully request that all Intercompany Claims against Debtors arising after the Petition Date in the ordinary course of business be afforded administrative expense priority under sections 503(b)(1) and 364(a) of the Bankruptcy Code. Section 503(b) of the Bankruptcy Code provides that, “[a]fter notice and a hearing, there shall be allowed, administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate . . .” 11 U.S.C. § 503(b)(1). Granting administrative expense priority to post-petition Intercompany Claims would ensure that (a) each Debtor would not fund the operations of an affiliate at the expense of such Debtor’s creditors and (b) each Debtor using funds that flow through the Cash Management System would still bear ultimate responsibility for its ordinary course transactions with affiliates.

62. Finally, this Court has granted administrative expense priority status for post-petition intercompany claims. *See, e.g., In re Cano Health, Inc., et al.*, No. 24-10164 (KBO), (Bankr. D. Del. March 5, 2024) [D.I. 258]; *In re Revitalid Pharm. Corp.*, No. 23-11704 (BLS) (Bankr. D. Del. Nov. 6, 2023) [D.I. 78]; *In re MD Helicopters, Inc.*, No. 22-10263 (KBO) (Bankr. D. Del. Apr. 20, 2022) [D.I. 176]; *In re Salem Harbor Power Dev. LP*, No. 22-10239 (MFW) (Bankr. D. Del. Apr. 19, 2022) [D.I. 111]; *In re PWM Prop. Mgmt. LLC*, No. 21-11445 (MFW) (Bankr. D. Del. Dec. 1, 2021) [D.I. 181].

63. Accordingly, the Debtors request that all Intercompany Claims against a Debtor by another Debtor arising after the Petition Date, as a result of Intercompany Transactions and

transfers in the ordinary course of business, be afforded administrative expense priority status in accordance with sections 503(b) and 364(a) of the Bankruptcy Code.

Debtors' Reservation of Rights

64. Nothing contained herein is intended or should be construed as, or deemed to constitute, an agreement or admission as to the amount, priority, character, or validity of any claim against the Debtors on any grounds, a waiver or impairment of the Debtors' rights to dispute any claim on any grounds, or an assumption or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. The Debtors expressly reserve their rights to contest any claims related to the relief requested herein under applicable bankruptcy and non-bankruptcy law. Likewise, if the Court grants the relief sought herein, any payment or transfer made pursuant to the Court's order is not intended, and should not be construed, as an admission as to the amount, priority, character, or validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Emergency Consideration

65. Pursuant to Local Rule 9013-1(m), the Debtors respectfully request emergency consideration of this Motion under Bankruptcy Rule 6003(b). Bankruptcy Rule 6003 provides that, “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . (b) a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” Fed. R. Bankr. P. 6003. As set forth in this Motion and the Ramsden Declaration, the Debtors believe that an orderly transition into chapter 11 is critical to the viability of the Debtors' businesses and operations, and the preservation and maximization of the value of the Debtors' estates, and that any delay in granting the relief requested herein could cause immediate and

irreparable harm. Accordingly, the Debtors submit that the relief requested herein satisfies Bankruptcy Rule 6003.

Compliance with Bankruptcy Rule 6004(a) and Waiver of Bankruptcy Rule 6004(h)

66. To implement successfully the relief sought herein, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances. The Debtors also request that, to the extent applicable to the relief requested in this Motion, the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate their businesses without interruption and to preserve and maximize value for their estates and economic stakeholders. Accordingly, the Debtors respectfully submit that ample cause exists to justify the (a) finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and (b) waiving of the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

Notice

67. Notice of this Motion will be provided to the following parties: (a) the U.S. Trustee; (b) those creditors holding the 30 largest unsecured claims against the Debtors’ estates (on a consolidated basis); (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Attorney’s Office for the District of Delaware; (f) the state attorneys general for states in which the Debtors conduct business; (g) Choate, Hall & Stewart LLP, as counsel to the ABL Agent; (h) Otterbourg, P.C., as counsel to the Term Agent; (i) the Banks; (j) US Bank; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “**Notice Parties**”).

68. As this Motion is seeking “first-day” relief, the Debtors will serve copies of this Motion and any order entered in respect thereto as required by Local Rule 9013-1(m). A copy of this Motion and any order entered in respect thereto will also be made available on the Debtors’ case information website located at <https://www.cases.ra.kroll.com/BigLots>. Based on the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no other or further notice is required.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Orders, substantially in the forms attached hereto as Exhibit D and Exhibit E, granting the relief requested herein and such other and further relief as the Court deems just and proper.

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Dated: September 9, 2024
Wilmington, Delaware

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Bank Accounts

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Master Account	5822	Big Lots Stores - PNS, LLC	\$122,690
Bank of America, N.A.	Collection Master Account	6248	Big Lots Stores, LLC	\$271,084
Citizens Bank, N.A.	Collection Master Account	0746	Big Lots Stores, LLC	\$107,385
Citizens Bank, N.A.	Collection Master Account	6895	Big Lots Stores - PNS, LLC	\$10,000
Fifth Third Bank, National Association	Collection Master Account	2709	Big Lots Stores, LLC	\$230,710
Fifth Third Bank, National Association	Collection Master Account	5616	Big Lots Stores - PNS, LLC	\$103,869
Fifth Third Bank, National Association	Collection Master Account	6464	Big Lots Stores - CSR, LLC	\$21,575
Fifth Third Bank, National Association	Collection Master Account	7696	Closeout Distribution, LLC	\$6,762
PNC Bank, National Association	Collection Master Account	5268	Big Lots Stores, LLC	\$172,127
PNC Bank, National Association	Collection Master Account	8795	Big Lots Stores - CSR, LLC	\$16,235
The Huntington National Bank	Collection Master Account	0569	Big Lots Stores, LLC	\$508,866
The Huntington National Bank	Collection Master Account	0572	Big Lots Stores - CSR, LLC	\$85,474
The Huntington National Bank	Collection Master Account	0756	Big Lots Stores - PNS, LLC	\$151,971
Truist Bank	Collection Master Account	2923	Big Lots Stores - PNS, LLC	\$44,287
Truist Bank	Collection Master Account	8772	Big Lots Stores, LLC	\$306,254
US Bank National Association	Collection Master Account	1261	Big Lots Stores - PNS, LLC	\$147,402
US Bank National Association	Collection Master Account	3662	AVDC, LLC	\$30,511
US Bank National Association	Collection Master Account	7099	Big Lots Stores - CSR, LLC	\$25,645
US Bank National Association	Collection Master Account	8578	Big Lots Stores, LLC	\$228,286
Wells Fargo Bank, N.A.	Collection Master Account	0038	Big Lots Stores, LLC	\$100,641
Wells Fargo Bank, N.A.	Collection Master Account	6583	Big Lots Stores - PNS, LLC	\$264,529
Bank of America, N.A.	Collection Sub-Account	0143	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0156	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0169	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0172	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0198	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0208	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0211	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0224	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	0318	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0334	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0347	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0389	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0402	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0415	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0428	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0431	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0444	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0455	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0457	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0499	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0710	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	0821	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	1496	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	1574	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	1684	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	1913	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2231	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2253	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2294	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2425	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2426	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2439	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2442	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2455	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2468	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2471	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2484	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	2497	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2507	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2510	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2523	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2536	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2549	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2552	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2565	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2578	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2581	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2594	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2604	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2617	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2620	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2711	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2738	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	2896	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3124	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3229	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3362	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3450	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3463	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3469	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3472	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3499	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3502	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3595	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3603	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3695	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	3771	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3820	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3823	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3916	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3950	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	3955	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4114	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4132	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4145	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4191	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4201	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4276	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4528	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4598	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4762	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4871	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	4999	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5051	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5175	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5330	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5512	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5525	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5615	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5712	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5796	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5827	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	5842	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6030	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6056	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	6069	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6085	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6098	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6108	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6111	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6117	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6137	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6140	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6146	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6153	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6166	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6179	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6194	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6195	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6218	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6280	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6293	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6324	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6329	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6394	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6456	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6468	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6484	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6497	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6551	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6652	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6745	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	6997	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	7310	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	7494	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	7913	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8121	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8145	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8195	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8290	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8300	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8322	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8427	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8430	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8443	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8580	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8593	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8603	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8616	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8629	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8632	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8645	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8658	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8661	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8674	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8687	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8690	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8700	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8713	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8726	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8739	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8755	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8768	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	8778	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8784	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8797	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8807	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8810	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8823	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8849	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8852	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8865	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8878	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	8881	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9026	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9068	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9071	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9136	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9178	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9181	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9217	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9246	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9259	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9262	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9281	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9291	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9301	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9330	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9343	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9369	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9372	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9437	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Bank of America, N.A.	Collection Sub-Account	9440	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9466	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9495	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9505	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9521	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9547	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9550	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9707	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9773	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9786	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9811	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9853	Big Lots Stores - PNS, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9882	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9906	Big Lots Stores, LLC	\$0
Bank of America, N.A.	Collection Sub-Account	9919	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	0001	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	0573	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	0574	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	0615	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	0740	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	0904	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1318	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1326	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1334	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1342	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1367	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1375	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1570	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1618	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Fifth Third Bank, National Association	Collection Sub-Account	1690	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1706	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1708	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1714	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1716	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1829	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1925	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	1941	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	2143	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	2215	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	2611	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	2629	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	2655	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3270	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3312	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3320	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3338	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3346	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3353	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3361	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3379	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3874	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	3962	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4168	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4242	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4267	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4697	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4705	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4732	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Fifth Third Bank, National Association	Collection Sub-Account	4771	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4789	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4797	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4805	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4813	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4839	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4847	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4854	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4862	Closeout Distribution, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4870	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4888	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4896	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4904	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4912	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4920	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4946	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4952	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4961	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4978	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4979	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	4994	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5009	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5033	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5041	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5066	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5074	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5608	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5624	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	5709	Big Lots Stores - CSR, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Fifth Third Bank, National Association	Collection Sub-Account	5928	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	6020	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7189	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7676	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7720	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7753	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7779	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7829	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7874	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7981	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	7999	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8005	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8013	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8026	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8034	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8039	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8042	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8046	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8047	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8059	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8062	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8067	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8070	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8075	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8083	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8088	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8091	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8096	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8104	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Fifth Third Bank, National Association	Collection Sub-Account	8109	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8112	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8117	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8120	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8125	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8133	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8138	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8141	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8146	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8153	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8158	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8166	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8182	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8187	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8190	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8195	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8216	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8224	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8232	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8240	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8257	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8267	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8273	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8281	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8299	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8307	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8323	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8331	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8356	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Fifth Third Bank, National Association	Collection Sub-Account	8364	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8406	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8414	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8430	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8448	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8484	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8513	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8521	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8539	Big Lots Stores - PNS, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8588	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8679	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8711	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8795	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	8893	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	9240	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	9307	Big Lots Stores - CSR, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	9325	Big Lots Stores, LLC	\$0
Fifth Third Bank, National Association	Collection Sub-Account	9422	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0011	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0052	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0060	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0086	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0094	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0096	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0102	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0104	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0110	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0128	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0135	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
US Bank National Association	Collection Sub-Account	0136	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0179	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0313	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0614	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0817	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0879	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0898	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	0944	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	0989	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1117	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	1166	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	1190	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1208	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1240	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1265	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1273	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1281	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1299	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1307	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1311	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	1315	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1318	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	1349	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1356	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1364	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1380	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1398	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1406	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1414	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
US Bank National Association	Collection Sub-Account	1455	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1463	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1513	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1691	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1733	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	1771	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	1813	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	1984	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2081	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2182	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2415	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2514	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	2522	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2532	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	2626	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2702	AVDC, LLC	\$0
US Bank National Association	Collection Sub-Account	2768	AVDC, LLC	\$0
US Bank National Association	Collection Sub-Account	2784	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	2936	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2944	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	2951	Big Lots Stores - CSR, LLC	\$0
US Bank National Association	Collection Sub-Account	2969	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2969	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	2977	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	2993	Big Lots Stores - CSR, LLC	\$0
US Bank National Association	Collection Sub-Account	3005	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3017	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	3025	Big Lots Stores - CSR, LLC	\$0
US Bank National Association	Collection Sub-Account	3033	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
US Bank National Association	Collection Sub-Account	3041	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3051	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3058	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3074	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3082	Big Lots Stores - CSR, LLC	\$0
US Bank National Association	Collection Sub-Account	3106	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	3143	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	3165	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	3369	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	3429	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3558	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	3670	AVDC, LLC	\$0
US Bank National Association	Collection Sub-Account	3963	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4083	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4089	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	4261	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4708	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4716	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4724	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4732	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4740	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4757	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4765	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4773	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4781	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4799	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4807	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4815	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4823	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
US Bank National Association	Collection Sub-Account	4831	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4849	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4856	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4864	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4872	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4880	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4898	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4906	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4914	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4922	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4930	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4948	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	4955	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	4963	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	4971	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	4989	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	4997	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	5706	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	5761	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	5829	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	5896	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	6297	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	6297	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	6300	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	6313	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	6321	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	6334	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	6541	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	6727	AVDC, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
US Bank National Association	Collection Sub-Account	6752	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7025	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7149	Big Lots Stores - CSR, LLC	\$0
US Bank National Association	Collection Sub-Account	7350	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7367	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7558	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7613	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7891	AVDC, LLC	\$0
US Bank National Association	Collection Sub-Account	7892	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7909	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	7992	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8061	Big Lots Stores - CSR, LLC	\$0
US Bank National Association	Collection Sub-Account	8138	AVDC, LLC	\$0
US Bank National Association	Collection Sub-Account	8187	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8461	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8479	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8529	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8676	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8796	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	8965	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9006	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9020	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9081	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9120	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9138	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9146	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9153	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9161	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9179	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
US Bank National Association	Collection Sub-Account	9187	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9195	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9203	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9286	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9404	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9412	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9420	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9438	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9446	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9572	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9580	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9588	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9598	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9741	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9833	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9841	Big Lots Stores, LLC	\$0
US Bank National Association	Collection Sub-Account	9858	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9866	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9876	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9908	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9932	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9940	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9957	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9965	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9973	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9981	Big Lots Stores - PNS, LLC	\$0
US Bank National Association	Collection Sub-Account	9999	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0012	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0038	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	0051	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0053	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0111	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0178	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0205	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0211	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0279	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0296	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0301	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0337	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0343	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0350	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0457	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0478	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0546	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0586	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0588	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0596	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0624	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0658	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0806	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0954	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	0984	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1017	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1146	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1198	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1277	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1319	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1392	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	1453	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1548	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1662	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1678	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1818	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1826	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1834	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1863	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1871	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1905	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1921	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	1939	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2308	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2368	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2629	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2659	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2683	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2700	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2710	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2718	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	2797	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3088	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3096	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3104	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3112	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3120	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3138	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3146	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3153	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	3237	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3245	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3252	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3260	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3278	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3286	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3302	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3328	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3343	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3350	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3368	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3376	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3444	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3476	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3508	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3510	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3653	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3661	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3675	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3679	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3683	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	3947	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4029	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4088	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4461	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4540	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4691	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4700	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4718	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	4742	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4767	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4783	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4791	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4825	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4841	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4858	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4866	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4882	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4890	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4908	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4916	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4924	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4957	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4965	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4973	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	4981	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5012	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5053	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5095	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5103	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5131	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5140	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5145	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5178	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5186	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5236	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5244	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5251	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	5286	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5301	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5335	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5343	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5352	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5376	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5384	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5400	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5414	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5435	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5483	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5558	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5566	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5582	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5608	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5616	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5665	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5673	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5699	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5715	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5731	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5756	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5881	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5924	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5932	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5940	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	5985	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6017	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6030	Big Lots Stores, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	6143	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6161	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6326	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6549	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6654	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6656	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	6934	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7123	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7136	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7156	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7399	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7423	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7440	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7491	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7501	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7603	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7611	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7629	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7637	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7645	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7652	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7706	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7714	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	7722	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8009	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8017	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8025	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8033	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8173	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	8181	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8199	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8207	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8215	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8223	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8231	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8231	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8249	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8256	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8264	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8272	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8348	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8355	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8363	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8371	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8382	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8384	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8389	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8390	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8397	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8400	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8405	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8413	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8421	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8434	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8439	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8447	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8512	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8520	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	8546	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8553	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8561	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8579	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8582	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8587	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8595	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8603	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8605	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8686	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8694	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8702	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8710	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8728	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8736	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8744	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8751	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8769	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8777	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8785	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8785	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8793	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8825	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8866	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8876	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8884	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8884	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8892	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8900	Big Lots Stores - PNS, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
Wells Fargo Bank, N.A.	Collection Sub-Account	8918	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8926	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	8961	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9106	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9148	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9199	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9211	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9354	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9362	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9412	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9557	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9763	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9822	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9832	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9857	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9923	Big Lots Stores, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9934	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9964	Big Lots Stores - PNS, LLC	\$0
Wells Fargo Bank, N.A.	Collection Sub-Account	9972	Big Lots Stores - PNS, LLC	\$0
PNC Bank, National Association	Concentration	0162	Big Lots Stores, LLC	\$10,228,080
US Bank National Association	Concentration	8517	Big Lots Stores, LLC	\$654,932
PNC Bank, National Association	Operating	0189	Big Lots Stores, LLC	\$0
PNC Bank, National Association	Operating	0723	Big Lots Stores, LLC	\$0
PNC Bank, National Association	Operating	0731	Big Lots Stores, LLC	\$0
PNC Bank, National Association	Operating	0758	Big Lots Stores - PNS, LLC	\$0
PNC Bank, National Association	Operating	0766	Big Lots Stores - PNS, LLC	\$0
PNC Bank, National Association	Operating	2088	Big Lots Stores, LLC	\$0
PNC Bank, National Association	Operating	2984	Big Lots Stores, LLC	\$330,992
PNC Bank, National Association	Operating	3895	AVDC, LLC	\$0

Bank	Account Type	Last Four Digits of Account Number	Debtor Entity	Est. Balance as of the Petition Date
PNC Bank, National Association	Operating	4751	AVDC, LLC	\$0
PNC Bank, National Association	Operating	5625	Big Lots Stores - PNS, LLC	\$0
PNC Bank, National Association	Operating	5633	Big Lots Stores - PNS, LLC	\$0
PNC Bank, National Association	Operating	5641	Big Lots Stores, LLC	\$0
PNC Bank, National Association	Operating	5668	Big Lots Stores, LLC	\$0
PNC Bank, National Association	Operating	6215	Big Lots Stores, LLC	\$0
US Bank National Association	Operating	1397	Big Lots Stores, LLC	-\$2,951
PNC Bank, National Association	Stand-Alone	0124	CSC Distribution LLC	\$0
PNC Bank, National Association	Stand-Alone	0167	Big Lots Stores - CSR, LLC	\$0
PNC Bank, National Association	Stand-Alone	2317	Big Lots F&S, LLC	\$0
PNC Bank, National Association	Stand-Alone	2527	Closeout Distribution, LLC	\$0
PNC Bank, National Association	Stand-Alone	2904	Big Lots Stores - PNS, LLC	\$0
PNC Bank, National Association	Credit Management	4894	Big Lots Stores, LLC	-\$599,528
PNC Bank, National Association	Stand-Alone	6024	Big Lots Management, LLC	\$0
PNC Bank, National Association	Stand-Alone	6032	Big Lots eCommerce LLC	\$0
PNC Bank, National Association	Stand-Alone	6227	Great Basin, LLC	\$0
PNC Bank, National Association	Stand-Alone	6752	WAFDC, LLC	\$0
PNC Bank, National Association	Stand-Alone	7451	Big Lots, Inc.	\$0
PNC Bank, National Association	Stand-Alone	8005	Durant DC, LLC	\$0
US Bank National Association	Stand-Alone	8569	Big Lots Stores, LLC	\$0

Exhibit B**Letters of Credit**

Issuer	Beneficiary	Description	Amount
PNC Bank, National Association	Lumbermens Mutual Casualty Company	Workers' Compensation – Deductible	\$49,176
PNC Bank, National Association	Ace American Insurance Company	Workers' Compensation - Deductible	\$346,000
PNC Bank, National Association	Sentry Insurance, a Mutual Company	Workers' Compensation - Deductible	\$400,000
PNC Bank, National Association	Airlines Reporting Corporation	Travel Booking	\$10,000
PNC Bank, National Association	Georgia Self-Insurers Guaranty Trust Fund	Workers' Compensation - Self-Insurance	\$1,020,000
PNC Bank, National Association	Zurich North America Insurance Company	Workers' Compensation - Deductible	\$1,000,000
PNC Bank, National Association	Arch Insurance Company	Workers' Compensation - Deductible	\$9,351,109
PNC Bank, National Association	Starr Indemnity & Liability Company	Workers' Compensation - Deductible	\$25,300,000
PNC Bank, National Association	Roanoke Insurance Group Inc.	Surety Bond Collateral - US Customs Only	\$8,900,000
PNC Bank, National Association	ENGIE Impact	Utility Bill Payment	\$122,595
PNC Bank, National Association	Liberty Mutual Insurance Company	Surety Bond Collateral	\$10,300,000
PNC Bank, National Association	Ohio Bureau of Workers' Compensation	Workers' Compensation - Self-Insurance	\$1,600,000
US Bank National Association	Great World, Inc.	Trade Payables	\$2,809,820

Exhibit C

Diagram of Cash Management System

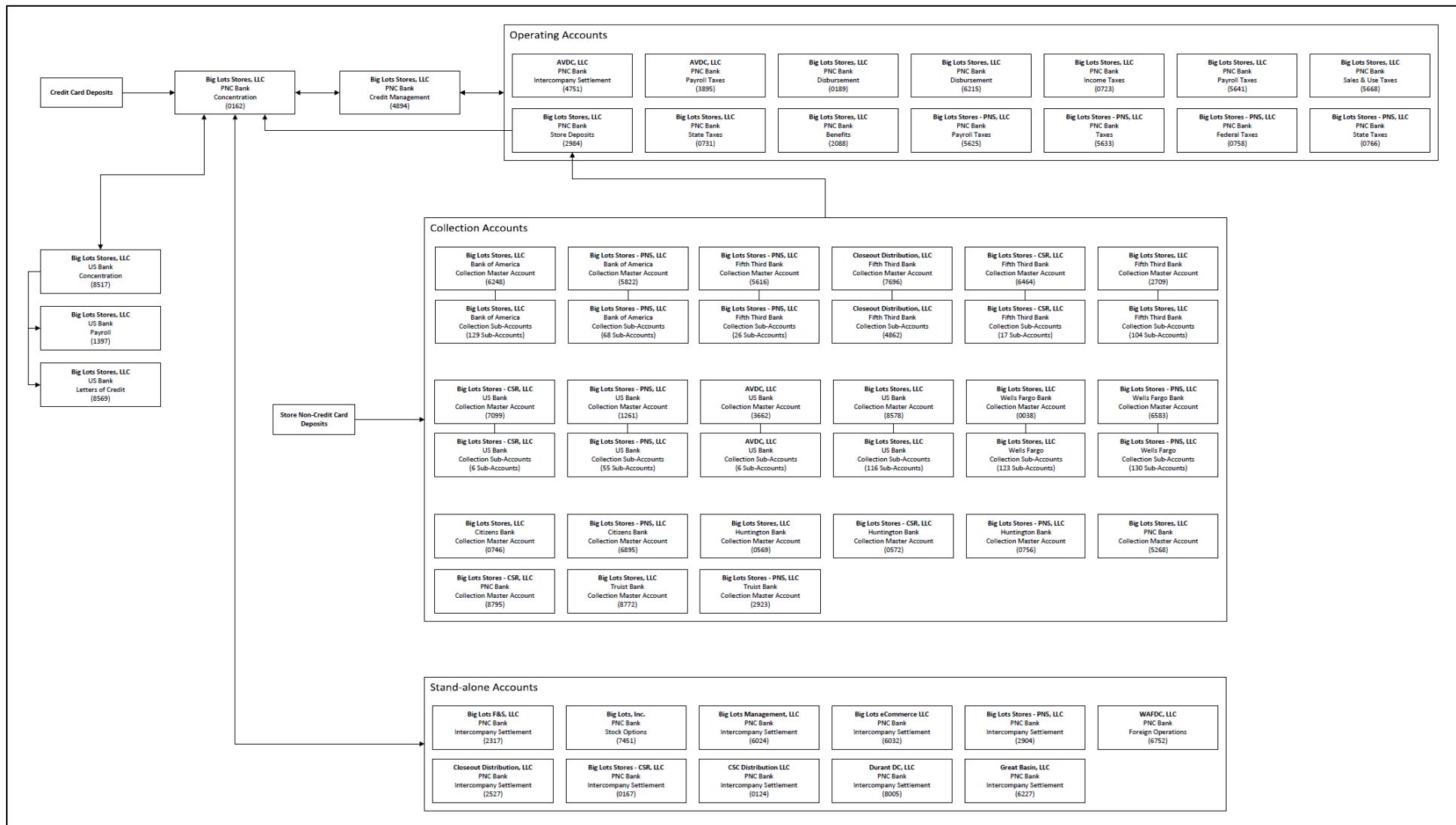


Exhibit D

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (____)

(Jointly Administered)

Re: Docket No. ____

INTERIM ORDER (I) AUTHORIZING (A) DEBTORS TO CONTINUE TO MAINTAIN EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS, (B) DEBTORS TO OPEN AND CLOSE BANK ACCOUNTS, AND (C) FINANCIAL INSTITUTIONS TO ADMINISTER THE BANK ACCOUNTS AND HONOR AND PROCESS RELATED CHECKS AND TRANSFERS, (II) WAIVING DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) ALLOWING INTERCOMPANY TRANSACTIONS AND AFFORDING ADMINISTRATIVE EXPENSE PRIORITY TO POST-PETITION INTERCOMPANY CLAIMS

Upon the motion (the “**Motion**”)² of Big Lots, Inc. and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of interim and final orders, pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (a) authorizing, but not directing, the Debtors to (i) continue operating their Cash Management System, (ii) maintain their existing Bank Accounts located at the Banks and open and close Bank Accounts post-petition in the ordinary course of business, and (iii) maintain their existing Business Forms, (b) authorizing the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

applicable financial institutions to treat, service, and administer the Bank Accounts in the ordinary course of business and to receive, process, honor, and pay all checks or wire transfers used by the Debtors, (c) waiving the requirements of section 345(b) of the Bankruptcy Code, Local Rule 2015-2, and section 2 of the U.S. Trustee Guidelines on an interim basis, (d) allowing the Debtors to continue to enter into and perform Intercompany Transactions, and (e) affording post-petition Intercompany Claims administrative expense priority treatment under sections 503(b)(1) and 364(a) of the Bankruptcy Code, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the Ramsden Declaration; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and the Ramsden Declaration and at the Hearing establish just cause for the relief granted herein; and the Debtors having submitted that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors

and their estates as contemplated by Bankruptcy Rule 6003; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis to the extent set forth in this order (this “Order”).
2. Subject to the limitations of this Order, the Debtors are authorized, but not directed, pursuant to sections 105(a), 363(c)(1), and 364(a) of the Bankruptcy Code, to continue, in their sole discretion, to maintain, operate, and make transfers under their Cash Management System in the same or similar manner as it was maintained before the Petition Date.
3. The Debtors shall maintain full, accurate, and complete records of all transfers within the Cash Management System, including transfers between Debtors, so that transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and post-petition transactions. The Banks shall not be required to monitor, and the Banks shall not be liable to any party on account of, compliance or noncompliance by the Debtors with the foregoing conditions and limitations.
4. To the extent that cash, including cash collateral (as defined in the Bankruptcy Code), of any Debtor is used by another Debtor, the Debtor funding such use shall have an allowed administrative expense claim pursuant to sections 503(b) and 507(a) of the Bankruptcy Code.
5. The Debtors are authorized, but not directed, to continue, in their sole discretion, to maintain the Bank Accounts with the same account numbers following the commencement of the Chapter 11 Cases.

6. The Banks are authorized to:

- (a) continue to treat, service, and administer the Debtors' Bank Accounts, as accounts of the respective Debtor as a debtor in possession, without interruption, and in the ordinary course of business without the need for further order of the Court;
- (b) receive, process, honor, debit, and pay any and all checks, drafts, wires, check transfer requests, and/or ACH transfers drawn on the Bank Accounts by the holders or makers thereof, including all checks that are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, as the case may be, to the extent that the Debtors have sufficient funds standing to their credit with the Banks;
- (c) receive, process, honor, debit, and pay any and all checks, drafts, wires, check transfer requests, and/or ACH transfers drawn on the Bank Accounts by the holders or makers thereof, including all checks that are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof evidencing amounts paid by the Debtors under the Proposed Orders whether presented prior to, on, or after the Petition Date, as the case may be, to the extent that the Debtors have sufficient funds standing to their credit with the Banks; and
- (d) debit all undisputed prepetition and post-petition amounts owed to the Banks as service charges for the maintenance of the Cash Management System without the need for further order of the Court.

7. All applicable financial institutions shall be authorized to (a) receive, process, honor, and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors requested authority to pay in the Motion or any other motion approved by the Court, regardless of whether the checks were presented or fund transfer requests were submitted before, on, or after the Petition Date and (b) rely on the Debtors' designation of any particular check, draft, wire, ACH transfer, electronic funds transfer payment, or item as approved by this Order. The Banks shall not be liable to any party on account of (x) following the Debtors' instructions, representations, or presentation as to any order of the Court (without any duty of further inquiry), (y) the honoring of any prepetition check, draft, wire, ACH transfer, electronic funds transfer payment, or item in a good faith belief, or upon representation

by a Debtor, that the Court has authorized such prepetition check, draft, wire, ACH transfer, electronic funds transfer payment, or item, or (z) an innocent mistake and/or human error made despite implementation of reasonable item handling procedures. Further, the Banks may rely, without a duty of inquiry, upon the failure of the Debtors to issue a stop payment order with respect to any item, whether such item is issued prepetition or post-petition, as a direction by the Debtors that such item will be paid. To the extent that the Debtors have represented to the Banks that a check, draft, wire, ACH transfer, electronic funds transfer payment, or item should be dishonored, the Banks are hereby authorized to comply with such representations, either through utilizing the Banks' stop-payment system, or through voiding the check, draft, wire, ACH transfer, electronic funds transfer payment, or item using the Bank's relevant internal procedures. Without limiting the foregoing, the Banks may assume that any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order unless otherwise specifically advised by the Debtors, and the Banks shall not have any liability to any party for relying on representations by the Debtors in good faith as provided for herein.

8. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including the termination and fee provisions, shall remain in full force and effect. The Debtors shall be authorized, without further order of the Court, to implement changes to the Cash Management System and cash management procedures in the ordinary course of business, including the opening and closing of Bank Accounts subject to paragraph 9, and for the Banks to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, *provided* that the Banks shall not have any liability to any party for

relying on such representations in good faith. The relief granted herein shall extend to any new Bank Account opened by the Debtors after the date hereof and to the bank at which such Bank Account is opened. Immediately upon entry of this Order, to the extent authorized in the existing deposit agreement, the Banks are authorized, but not obligated, without further order of this Court, to recommence any transfers or sweeps, including to effectuate the voluntary Dominion Period described in the Motion, without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

9. The Debtors shall give notice to the U.S. Trustee, the Banks, and counsel to any official committee appointed in the Chapter 11 Cases within 14 days of opening a new Bank Account or closing an existing Bank Account; *provided, however,* that, unless otherwise ordered by the Court, the Debtors shall open any new Bank Account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee or at a bank willing to immediately execute such an agreement.

10. In accordance with current practice and any applicable agreement governing the Bank Accounts, the Banks are authorized to “charge back” to the Debtors’ Bank Accounts any prepetition and post-petition cash management fees and expenses incurred by the Banks resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions, or other electronic transfers of any kind, and the Debtors are authorized, but not directed, to pay, in their sole discretion, the Bank Fees (and the Banks are authorized to debit or charge back the Bank Accounts for any such Bank Fees unless notified by the Debtors that any such Bank Fees are disputed), in each case regardless of whether such items were deposited prepetition or post-petition or relate to prepetition or post-petition items and without need for further order of the Court.

11. Any payment from a Bank Account at the request of the Debtors made by the Bank prior to the Petition Date (including any ACH transfer the Bank is or becomes obligated to settle), or any instruments issued by the Banks on behalf of any Debtor pursuant to a “midnight deadline” or similar protocol, shall be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

12. For the Banks that have signed a Uniform Depository Agreement with the U.S. Trustee, all Bank Accounts with such Banks are deemed to satisfy section 345(b) of the Bankruptcy Code.

13. Within 14 days of the date of entry of this Order, with respect to the Banks that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall (a) contact each Bank, (b) provide each Bank with each of the Debtors’ tax identification numbers, and (c) identify each of their Bank Accounts held at such Bank as being held by a debtor in possession in a bankruptcy case.

14. Nothing contained herein shall prevent the Banks from modifying or terminating any Bank Accounts or related services in accordance with the agreements governing such accounts or services. For the avoidance of doubt, those agreements existing between the Debtors and the Banks shall continue to govern the post-petition cash management between the Debtors and the Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Banks (including, for the avoidance of doubt, any rights of the Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the

applicable agreement), unless the Debtors and the applicable Bank agree otherwise, and any other legal rights and remedies afforded to such Bank under applicable law shall be preserved.

15. The Debtors are authorized, but not directed, to continue the Corporate Credit Card Program in the ordinary course of business, consistent with prepetition practices (subject to ordinary course modifications thereto), including the payment of all past and future obligations as they become due and owing under the accounts (whether pre- or post-petition) on a post-petition basis and performing all obligations thereunder (collectively, the “**Card Obligations**”). The issuer of the cards under the Corporate Credit Card Program is authorized to continue to make advances pursuant to the terms of its existing agreement (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors, and the Debtors are authorized to incur credit in respect of such advances under sections 364(a) and (c) of the Bankruptcy Code, as applicable. The terms of the existing agreement by and between the Debtors and issuer of the cards under the Corporate Credit Card Program, including the termination, fee provisions, rights, benefits, collateral, and offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties’ post-petition transactions with the Debtors, including making ordinary course modifications thereto.

16. The Debtors are authorized, but not directed, to continue to operate and perform under the Merchant Processing Agreements, including paying and reimbursing the credit card processors for Merchant Services Obligations, whether such Merchant Service Obligations are incurred prepetition or post-petition, in accordance with the Merchant Processing Agreements.

17. The Debtors are authorized, but not directed, to continue to operate and perform under the Security Service Agreements, including paying and reimbursing the security firms for

Security Obligations, whether such Security Obligations are incurred prepetition or post-petition, in accordance with the Security Service Agreements.

18. The Debtors are authorized, but not directed, to continue, in their sole discretion, to use the Business Forms, including purchase orders, letterhead, envelopes, promotional materials, checks, and other business forms substantially in the forms existing immediately before the Petition Date, without reference to their status as debtors in possession; *provided*, that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, ensure that the designation "Debtor in Possession" and the corresponding bankruptcy case number be printed on all checks; *provided, further*, that, with respect to electronic checks and checks that the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend on such items within ten days of the date of entry of this Order.

19. Notwithstanding anything contained herein, despite the Debtors' use of a consolidated cash management system, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on disbursements of each Debtor, regardless of which Debtor pays those disbursements.

20. The Debtors are authorized to continue entering into and performing under Intercompany Transactions in the ordinary course of business.

21. All Intercompany Claims against a Debtor by another Debtor arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be afforded administrative expense priority status in accordance with sections 503(b) and 364(a) of the Bankruptcy Code.

22. A final hearing to consider the relief requested in the Motion shall be held on _____, 2024 at _____.m. (prevailing Eastern Time) and any objections or responses to the

Motion shall be filed and served on the Notice Parties so as to be actually received on or prior to _____, 2024 at _____.m. (prevailing Eastern Time).

23. Nothing in this Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

24. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

25. Nothing in this Order nor the Debtors' payment of claims pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the amount, priority, character, or validity of any claim against the Debtors on any grounds, (b) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by the Debtors to pay any claim, or (e) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

26. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

27. The Debtors are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

28. The Court shall retain jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit E

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (____)

(Jointly Administered)

Re: Docket No. ____

FINAL ORDER (I) AUTHORIZING (A) DEBTORS TO CONTINUE TO MAINTAIN EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS, (B) DEBTORS TO OPEN AND CLOSE BANK ACCOUNTS, AND (C) FINANCIAL INSTITUTIONS TO ADMINISTER THE BANK ACCOUNTS AND HONOR AND PROCESS RELATED CHECKS AND TRANSFERS, (II) WAIVING DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) ALLOWING INTERCOMPANY TRANSACTIONS AND AFFORDING ADMINISTRATIVE EXPENSE PRIORITY TO POST-PETITION INTERCOMPANY CLAIMS

Upon the motion (the “**Motion**”)² of Big Lots, Inc. and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of interim and final orders, pursuant to sections 105(a), 345, 363(c)(1), 364(a), and 503(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (a) authorizing, but not directing, the Debtors to (i) continue operating their Cash Management System, (ii) maintain their existing Bank Accounts located at the Banks and open and close Bank Accounts post-petition in the ordinary course of business, and (iii) maintain their existing Business Forms, (b) authorizing the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

applicable financial institutions to treat, service, and administer the Bank Accounts in the ordinary course of business and to receive, process, honor, and pay all checks or wire transfers used by the Debtors, (c) waiving the requirements of section 345(b) of the Bankruptcy Code, Local Rule 2015-2, and section 2 of the U.S. Trustee Guidelines on an interim basis, (d) allowing the Debtors to continue to enter into and perform Intercompany Transactions, and (e) affording post-petition Intercompany Claims administrative expense priority treatment under sections 503(b)(1) and 364(a) of the Bankruptcy Code, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the Ramsden Declaration; and the Court having held a hearing, if necessary to consider the relief requested in the Motion on a final basis (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and the Ramsden Declaration and at the Hearing, if any, establish just cause for the relief granted herein; and the Debtors having submitted that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn,

resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis to the extent set forth in this order (this “Order”).
2. Subject to the limitations of this Order, the Debtors are authorized, but not directed, pursuant to sections 105(a), 363(c)(1), and 364(a) of the Bankruptcy Code, to continue, in their sole discretion, to maintain, operate, and make transfers under their Cash Management System in the same or similar manner as it was maintained before the Petition Date.
3. The Debtors shall maintain full, accurate, and complete records of all transfers within the Cash Management System, including transfers between Debtors, so that transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and post-petition transactions. The Banks shall not be required to monitor, and the Banks shall not be liable to any party on account of, compliance or noncompliance by the Debtors with the foregoing conditions and limitations.
4. To the extent that cash, including cash collateral (as defined in the Bankruptcy Code), of any Debtor is used by another Debtor, the Debtor funding such use shall have an allowed administrative expense claim pursuant to sections 503(b) and 507(a) of the Bankruptcy Code.
5. The Debtors are authorized, but not directed, to continue, in their sole discretion, to maintain the Bank Accounts with the same account numbers following the commencement of the Chapter 11 Cases.
6. The Banks are authorized to:
 - (e) continue to treat, service, and administer the Debtors’ Bank Accounts, as accounts of the respective Debtor as a debtor in possession, without

interruption, and in the ordinary course of business without the need for further order of the Court;

- (f) receive, process, honor, debit, and pay any and all checks, drafts, wires, check transfer requests, and/or ACH transfers drawn on the Bank Accounts by the holders or makers thereof, including all checks that are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date, as the case may be, to the extent that the Debtors have sufficient funds standing to their credit with the Banks;
- (g) receive, process, honor, debit, and pay any and all checks, drafts, wires, check transfer requests, and/or ACH transfers drawn on the Bank Accounts by the holders or makers thereof, including all checks that are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof evidencing amounts paid by the Debtors under the Proposed Orders whether presented prior to, on, or after the Petition Date, as the case may be, to the extent that the Debtors have sufficient funds standing to their credit with the Banks; and
- (h) debit all undisputed prepetition and post-petition amounts owed to the Banks as service charges for the maintenance of the Cash Management System without the need for further order of the Court.

7. All applicable financial institutions shall be authorized to (a) receive, process, honor, and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors requested authority to pay in the Motion or any other motion approved by the Court, regardless of whether the checks were presented or fund transfer requests were submitted before, on, or after the Petition Date and (b) rely on the Debtors' designation of any particular check, draft, wire, ACH transfer, electronic funds transfer payment, or item as approved by this Order. The Banks shall not be liable to any party on account of (x) following the Debtors' instructions, representations, or presentation as to any order of the Court (without any duty of further inquiry), (y) the honoring of any prepetition check, draft, wire, ACH transfer, electronic funds transfer payment, or item in a good faith belief, or upon representation by a Debtor, that the Court has authorized such prepetition check, draft, wire, ACH transfer, electronic funds transfer payment, or item, or (z) an innocent mistake and/or human error made

despite implementation of reasonable item handling procedures. Further, the Banks may rely, without a duty of inquiry, upon the failure of the Debtors to issue a stop payment order with respect to any item, whether such item is issued prepetition or post-petition, as a direction by the Debtors that such item will be paid. To the extent that the Debtors have represented to the Banks that a check, draft, wire, ACH transfer, electronic funds transfer payment, or item should be dishonored, the Banks are hereby authorized to comply with such representations, either through utilizing the Banks' stop-payment system, or through voiding the check, draft, wire, ACH transfer, electronic funds transfer payment, or item using the Bank's relevant internal procedures. Without limiting the foregoing, the Banks may assume that any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order unless otherwise specifically advised by the Debtors, and the Banks shall not have any liability to any party for relying on representations by the Debtors in good faith as provided for herein.

8. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including the termination and fee provisions, shall remain in full force and effect. The Debtors shall be authorized, without further order of the Court, to implement changes to the Cash Management System and cash management procedures in the ordinary course of business, including the opening and closing of Bank Accounts subject to paragraph 9, and for the Banks to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions, *provided* that the Banks shall not have any liability to any party for relying on such representations in good faith. The relief granted herein shall extend to any new Bank Account opened by the Debtors after the date hereof and to the bank at which such Bank

Account is opened. Immediately upon entry of this Order, to the extent authorized in the existing deposit agreement, the Banks are authorized, but not obligated, without further order of this Court, to recommence any transfers or sweeps, including to effectuate the voluntary Dominion Period described in the Motion, without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

9. The Debtors shall give notice to the U.S. Trustee, the Banks, and counsel to any official committee appointed in the Chapter 11 Cases within 14 days of opening a new Bank Account or closing an existing Bank Account; *provided, however,* that, unless otherwise ordered by the Court, the Debtors shall open any new Bank Account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee or at a bank willing to immediately execute such an agreement.

10. In accordance with current practice and any applicable agreement governing the Bank Accounts, the Banks are authorized to “charge back” to the Debtors’ Bank Accounts any prepetition and post-petition cash management fees and expenses incurred by the Banks resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions, or other electronic transfers of any kind, and the Debtors are authorized, but not directed, to pay, in their sole discretion, the Bank Fees (and the Banks are authorized to debit or charge back the Bank Accounts for any such Bank Fees unless notified by the Debtors that any such Bank Fees are disputed), in each case regardless of whether such items were deposited prepetition or post-petition or relate to prepetition or post-petition items and without need for further order of the Court.

11. Any payment from a Bank Account at the request of the Debtors made by the Bank prior to the Petition Date (including any ACH transfer the Bank is or becomes obligated to settle),

or any instruments issued by the Banks on behalf of any Debtor pursuant to a “midnight deadline” or similar protocol, shall be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

12. For the Banks that have signed a Uniform Depository Agreement with the U.S. Trustee, all Bank Accounts with such Banks are deemed to satisfy section 345(b) of the Bankruptcy Code.

13. Nothing contained herein shall prevent the Banks from modifying or terminating any Bank Accounts or related services in accordance with the agreements governing such accounts or services. For the avoidance of doubt, those agreements existing between the Debtors and the Banks shall continue to govern the post-petition cash management between the Debtors and the Banks and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Banks (including, for the avoidance of doubt, any rights of the Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the applicable Bank agree otherwise, and any other legal rights and remedies afforded to such Bank under applicable law shall be preserved.

14. The Debtors are authorized, but not directed, to continue the Corporate Credit Card Program in the ordinary course of business, consistent with prepetition practices (subject to ordinary course modifications thereto), including the payment of all past and future obligations as they become due and owing under the accounts (whether pre- or post-petition) on a post-petition basis and performing all obligations thereunder (collectively, the “**Card Obligations**”). The issuer

of the cards under the Corporate Credit Card Program is authorized to continue to make advances pursuant to the terms of its existing agreement (in reliance upon section 364(e) of the Bankruptcy Code) with the Debtors, and the Debtors are authorized to incur credit in respect of such advances under sections 364(a) and (c) of the Bankruptcy Code, as applicable. The terms of the existing agreement by and between the Debtors and issuer of the cards under the Corporate Credit Card Program, including the termination, fee provisions, rights, benefits, collateral, and offset and termination rights, and remedies afforded under such agreements shall remain in full force and effect and govern the parties' post-petition transactions with the Debtors including making ordinary course modifications thereto.

15. The Debtors are authorized, but not directed, to continue to operate and perform under the Merchant Processing Agreements, including paying and reimbursing the credit card processors for Merchant Services Obligations, whether such Merchant Service Obligations are incurred prepetition or post-petition, in accordance with the Merchant Processing Agreements.

16. The Debtors are authorized, but not directed, to continue to operate and perform under the Security Service Agreements, including paying and reimbursing the security firms for Security Obligations, whether such Security Obligations are incurred prepetition or post-petition, in accordance with the Security Service Agreements.

17. The Debtors are authorized, but not directed, to continue, in their sole discretion, to use the Business Forms, including purchase orders, letterhead, envelopes, promotional materials, checks, and other business forms substantially in the forms existing immediately before the Petition Date, without reference to their status as debtors in possession; *provided*, that, once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, ensure that

the designation “Debtor in Possession” and the corresponding bankruptcy case number be printed on all checks.

18. Notwithstanding anything contained herein, despite the Debtors’ use of a consolidated cash management system, the Debtors shall calculate their quarterly fees under 28 U.S.C. § 1930(a)(6) based on disbursements of each Debtor, regardless of which Debtor pays those disbursements.

19. The Debtors are authorized to continue entering into and performing under Intercompany Transactions in the ordinary course of business.

20. All Intercompany Claims against a Debtor by another Debtor arising after the Petition Date as a result of Intercompany Transactions and transfers in the ordinary course of business shall be afforded administrative expense priority status in accordance with sections 503(b) and 364(a) of the Bankruptcy Code.

21. Nothing in this Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors’ rights with respect to such matters are expressly reserved.

22. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

23. Nothing in this Order nor the Debtors’ payment of claims pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtors as to the amount, priority, character, or validity of any claim against the Debtors on any grounds, (b) a

grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by the Debtors to pay any claim, or (e) an implication or admission by the Debtors that such claim is payable pursuant to this Order.

24. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

25. The Debtors are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

26. The Court shall retain jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

EXECUTION VERSION

EXHIBIT 4.1(a)

See attached.

Occupancy Categories

Exhibit 4.1

Rent
RE Insurance
LL Charges
Maintenance
Repairs
Equipment
Storage

EXHIBIT 8.1

- The Sale Guidelines shall be the Store Closing Procedures approved pursuant to the *Final Order (I) Authorizing Debtors to Assume the Consulting Agreement, (II) Authorizing Store Closing Sales and Approving Related Procedures, and (III) Granting Related Relief* [D.I. 576].

EXECUTION VERSION

EXHIBIT 11.1(c)

See attached.

Note: The below information has been prepared as an aid for review of the Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements"). It is not intended to be, and should not be viewed as, a part of the filed Schedules and Statements. To the extent information presented below differs from the filed Schedules and Statements and the associated Global Notes, the filed Schedules, Statements and Global Notes control.
DRAFT - Subject to Material Change
Professional Eyes Only
Subject to FME 408 and Equivalents

Schedule D Part 1: List Creditors Who Have Secured Claims

Debtor Name	Creditor Name	Address 1	Address 2	City	State	Zip	Creditor E-Mail	Date Debt Incurred	Last 4 Acc Number
Big Lots Stores, LLC	BANC OF AMERICA LEASING & CAPITAL, LLC	125 DUPONT DRIVE		PROVIDENCE	RI	02907			
Big Lots Stores, LLC	CANON FINANCIAL SERVICES, INC.	158 GAITHER DRIVE, SUITE 200		MT. LAUREL	NJ	08054			
Big Lots Stores, LLC	CANON SOLUTIONS AMERICA, INC.	4560 COMMUNICATION AVENUE, SUITE 100		BOCA RATON	FL	33431			
Big Lots, Inc.	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE	P.O. BOX 2574	MAIL STOP-RRN DF-23, ONE DELL WAY	SPRINGFIELD	IL	62708			
Big Lots, Inc.	DELL FINANCIAL SERVICES L.L.C.			ROUND ROCK	TX	78682			
Big Lots, Inc.	FULCRUM CREDIT PARTNERS LLC	111 CONGRESS AVENUE, 25TH FLOOR		AUSTIN	TX	78701			
Big Lots Stores, LLC	GORDON'S HOME FURNITURES RETAIL PARTNERS, LLC	101 SOUTH WACKER DRIVE, SUITE 1100		BOSTON	MA	02109			
Big Lots Stores, LLC	IBM CREDIT LLC	ONE NORTH CASTLE DRIVE		ARMONK	NY	10584			
Big Lots Stores, LLC	LOGICAUS, INC.	2600 S. TELEGRAPH ROAD, SUITE 200		BLOOMFIELD HILLS	MI	48092			
AVDC, LLC	MUFG BANK, AS COLLATERAL AGENT	1221 AVENUE OF THE AMERICAS, 6TH FLOOR		NEW YORK	NY	10020			
Great Basin, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots Stores, LLC	RUG DOCTOR, LLC	600 DATA DRIVE, SUITE 150		PLANO	TX	75075			
AVDC, LLC	WACHOVIA SERVICE CORPORATION	C/O WELLS FARGO SECURITIES, MAC D1086-051	550 S. TRYON ST.	CHARLOTTE	NC	28202			
AVDC, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT	10 SOUTH WACKER DRIVE, 22ND FLOOR		CHICAGO	IL	60606			
Big Lots Stores, LLC	FGX INTERNATIONAL INC.	500 GEORGE WASHINGTON HIGHWAY		SMITHFIELD	OH	02917			
Big Lots Stores - PNS, LLC	FGX INTERNATIONAL INC.	500 GEORGE WASHINGTON HIGHWAY		SMITHFIELD	OH	02917			
Big Lots Stores - CSR, LLC	FGX INTERNATIONAL INC.	500 GEORGE WASHINGTON HIGHWAY		SMITHFIELD	OH	02917			
Closeout Distribution, LLC	FGX INTERNATIONAL INC.	500 GEORGE WASHINGTON HIGHWAY		SMITHFIELD	OH	02917			
Big Lots Stores, LLC	MENLO PARK, LTD.	101 DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92084			
Big Lots Stores, PNS, LLC	MENLO M.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Big Lots Stores, LLC	NGO,J.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Big Lots Stores - PNS, LLC	NGO,I.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Big Lots Stores, LLC	PEDRAZA J.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Big Lots Stores - PNS, LLC	PEDRAZA J.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Big Lots Stores, LLC	SMITH J.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Big Lots Stores - CSR, LLC	SMITH J.	C/O DAVID J. GALLO, ESQ., 32702 VIA CORTINA		DEL MAR	CA	92014			
Closeout Distribution, LLC	MU HOLDING COMPANY, LLC	7001 S. HARLEM AVENUE		BEDFORD PARK	IL	60538			
Big Lots Stores, LLC	MU HOLDING COMPANY, LLC	7001 S. HARLEM AVENUE		BEDFORD PARK	IL	60538			
AVDC, LLC	MU HOLDING COMPANY, LLC	7001 S. HARLEM AVENUE		BEDFORD PARK	IL	60538			
Big Lots, Inc.	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
AVDC, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots eCommerce LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots F&S, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots Management, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots Stores - CSR, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots Stores - PNS, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots Stores, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
BLBO Tenant, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Broyhill LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Closeout Distribution, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Consolidated Property Holdings, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
CSC Distribution LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Durant DC, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
GAFDC LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Great Basin, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
INFDC, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
PAFDC LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
WAFODC, LLC	180301 LOAN AGENT LLC, AS ADMINISTRATIVE AGENT	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199			
Big Lots, Inc.	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
AVDC, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots eCommerce LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots F&S, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots Management, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots Stores - CSR, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots Stores - PNS, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Big Lots Stores, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Broyhill LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Closeout Distribution, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Consolidated Property Holdings, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
CSC Distribution LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
Durant DC, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
GAFDC LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
INFDC, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
WAFODC, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
PAFDC, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			
WAFODC, LLC	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	ATTN: COMM. LENDING OPS, 500 FIRSTAVE, 4TH FL	(P7-PFSC-04-L)	PITTSBURGH	PA	15219			

